

**AGENDA
CITY OF MILLER
MONDAY, DECEMBER 1, 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 - 7

New Business

1. Zoning Map Project – firm selection

- DGR Engineering
- SPN & Associates
- IMEG Corp.

2. Phase IV Utility Improvement Project:

- SPN Invoices – 37443-37445 Total: \$ 8,850.00 pgs. 8 - 9
- TLC Olson Pay Application No. 14 \$65,800.80..... pgs. 10 - 13

3. Building Permits:

- Colton Fawcett – carport (215 West 8th Street)
- Troy Gortmaker – shed (802 East 1st Avenue)

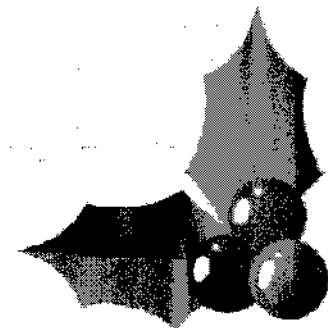
4. Fuel Quotes:

- Cowboy Country Stores
- Kessler's
- Pump 'N Pak, Milan, Inc.

5. NECOG – Joint Cooperative Agreement For 2026..... pgs. 14 - 16

Approval of Bills

Adjourn



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

**UNAPPROVED
CITY OF MILLER
CITY COUNCIL MEETING
NOVEMBER 17, 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, November 17, 2025.

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

MINUTES: Motion by Alderwoman Hargens, seconded by Alderman Price to approve the minutes for the regular meeting held November 3, 2025. All members voted aye. Motion carried.

PUBLIC INPUT: None.

UNFINISHED BUSINESS

Ordinance #763 – Water Rates: Mayor McGough read the title of Ordinance #763 – Water Rates with no changes from the first reading. Alderman Hargens clarified to the public that the ordinances to be voted on tonight only raise the base fees and do not raise any surcharges that are used to pay off the debt for financing the water, wastewater, and storm sewer improvement projects that have been done in the last 5-6 years. Alderman Jones added that the city's water and electric suppliers raise rates every year. In turn, the city needs to raise its rates as well. Motion by Alderman Auch, seconded by Alderman Gab to approve the second reading of Ordinance #763. Roll call vote: Alderman Jones – aye, Alderman Hargens – aye, Alderman Auch – aye, Alderman Price – aye, Alderman Gab – aye, Alderwoman Hargens – aye. Motion carried.

Ordinance #764 – Sewer Rates: Mayor McGough read the title of Ordinance #764 – Sewer Rates with no changes from the first reading. Motion by Alderman Hargens, seconded by Alderman Jones to approve the second reading of Ordinance #764. Roll call vote: Alderman Price – aye, Alderman Jones – aye, Alderman Hargens – aye, Alderman Gab – aye, Alderwoman Hargens – aye, Alderman Auch – aye. Motion carried.

Ordinance #765 – Electric Rates: Mayor McGough read the title of Ordinance #765 – Electric Rates with no changes from the first reading. Motion by Alderman Jones, seconded by Alderman Gab to approve the second reading of Ordinance #765. Roll call vote: Alderman Jones – aye, Alderman Gab – aye, Alderman Price – aye, Alderman Hargens – aye, Alderwoman Hargens – aye, Alderman Auch – aye. Motion carried.

Ordinance #766 – 2026 Appropriations: Mayor McGough read the title of Ordinance #766 – 2026 Appropriations with no changes from the first reading. Motion by Alderwoman Hargens, seconded by Alderman Gab to approve the second reading of Ordinance #766 for the 2026 appropriations. Roll call vote: Alderman Jones – aye, Alderman Hargens – aye, Alderman Auch – aye, Alderman Price – aye, Alderman Gab – aye, Alderwoman Hargens – aye. Motion carried.

Ordinance #767 – MPD Administrative Fees: Mayor McGough read the title of Ordinance #767 – MPD Administrative Fees with no changes from the first reading. Motion by Alderman Hargens, seconded by Alderman Price to approve the second reading of Ordinance #767. Roll call vote: Alderwoman Hargens – aye, Alderman Gab – aye, Alderman Price – aye, Alderman Auch – abstain, Alderman Hargens – aye, Alderman Jones – aye. Motion carried.

Holidays: Motion by Alderman Price, seconded by Alderman Gab to give city staff the day after Thanksgiving and the day after Christmas as additional paid holidays the same as what the state is doing. Alderman Hargens would rather have employees take a vacation day for the time off. He also stated that the budget for the police department will not support additional paid holidays. Alderman Jones and Alderwoman Hargens voiced the same budgetary concern.

Alderman Price explained that most employees will opt to take vacation this year which leaves the city's doors open for business with limited service. Substitute motion by Alderman Hargens, seconded by Alderman Jones to leave the holidays as is in the employee policy manual and not give the day after Thanksgiving or the day after Christmas as additional paid holidays. Will Page asked if the state being closed hinders the city's ability to do business. Alderman Hargens and Alderman Price stated it will not affect the way the city does business. However, Hand County follows all state paid holidays. Alderman Jones would be willing to compromise giving additional days if the police department takes on-call rather than being on-duty to address financial constraints. Alderman Gab believes the more time spent with family the better and does not have an issue with granting additional holidays. Roll call vote on the substitute motion: Alderman Jones – aye, Alderman Price – nay, Alderman Hargens – aye, Alderman Auch – aye, Alderman Gab – nay, Alderwoman Hargens – aye. Motion carried. The original motion by Alderman Price, seconded by Alderman Gab died due to the substitute motion being carried.

NEW BUSINESS

Airport Improvement Project: Motion by Alderwoman Hargens, seconded by Alderman Auch to approve pay estimate no. 1 from Webster Scale, Inc. for \$16,920.00. Finance Officer Cindy Deuter explained that this is 25% of the total mobilization of \$65,000.00 and is due before actual construction begins. Alderman Jones asked for clarification as to the reason for this being an estimate versus a pay application. Deuter called Mike Schmit, Helms and Associates who explained it's the general language used on partial pay estimates (PPEs) to request payment; however, he is willing to change it to "pay application" if so desired. All members voted aye. Motion carried.

Airport Engineer Selection: Motion by Alderman Gab, seconded by Alderman Jones to select Helms & Associates as the city's engineer for the airport for the next 5 years. Solicitation letters for engineering statement of qualifications and airport engineering services were sent to DGR Engineering, Helms & Associates, and KLJ Engineering, LLC. Helms and Associates was the only proposal received. All members voted aye. Motion carried.

On-call pay policy – police department: Mayor McGough read the new policy to implement on-call for the Miller Police Department. Motion by Alderman Hargens, seconded by Alderman Gab to adopt the on-call policy as presented. All members voted aye. Alderman Auch – abstained. Motion carried. Motion by Alderman Gab, seconded by Alderman Jones to set the on-call rate at \$3.00/hour. All members voted aye. Alderman Auch – abstained. Motion carried.

Wages – park and ballpark maintenance: Motion by Alderwoman Hargens, seconded by Alderman Jones to set the wage for the head maintenance personnel for the park and ballpark at \$20.00/hour effective January 1, 2026. All members voted aye. Alderman Price – abstained. Motion carried.

Building Permits: Motion by Alderman Auch, seconded by Alderman Gab to approve a building permit for Blevior, LLC to replace and extend its fencing at 501 East 3rd Street. All members voted aye. Motion carried.

Approval of Bills: Motion by Alderman Price, seconded by Alderman Hargens to approve the bills for payment. All members voted aye. Alderman Jones – abstained. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 7:32 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 November 2025 (2)

44i	Prof Fees	249.00
A & B Business	Prof Fees	238.68
Avera	Prof Fees	80.00
Avera Occupational Med-Sf	Prof Fees	37.70
Blasdel, Tre	Reimb	38.00
Border States	Supplies	749.03
Code Enforcement	Code Enforcement	363.72
Cowboy Country	Fuel	43.57
Dakota Energy	On-Call	455.00
Cindy Deuter	Reimb	38.00
Dorlin Building	Supplies	5.20
Flint Hills	Asphalt	14,845.56
Dan Fritzsche	Reimb	79.00
Galls	Supplies	33.99
Goodall Upholstery	Repairs\	75.00
Dustin Graham	Reimb\	143.00
Hand Co Rod	Filing Fee	90.00
Hand County Weed & Pest	Spray Weeds.	2,607.00
First Bank & Trust	Power	1,427.07
Ron Hoftiezer	Reimb	19.00
Infotech Solutions	Prof Fees	1,331.94
Jones Construction	Concrete&Supplies	1,961.23
Kessler's	K-1st Halloween Party Juice	44.91
Kroeplin Concrete	Concrete	704.00
Landis+Gyr	Prof Fees	1,256.38
Miller Ace	Supplies	84.45
Napa Central	Parts	262.46
Olympic Chev Buick Gmc	Repairs	775.75
Ohed	Industry	5,500.00
Runnings	Supplies	124.49
Rural Development	Loans	16,403.00
Sd Dor	Sales Tax	8,955.74
Sd Fpa	Supplies	46.00
Sdwwa	Prof Fees	40.00
Servall	Prof Fees	121.70
Tony's Repair	Oilchange	64.80
Truenorth Steel	Supplies	1,505.28
Twin Valley Tire	Tires&Stems	858.99
Sd State Treasurer-Ucp	Unclaimed Checks	316.01
Visa	Supp./Wtr Purchased/Fuel/Etc	30,059.49
Vitters, David	Locator	250.00
Wapa	Power	42,688.11
Webster Scale	Cap Imp	16,920.00
Wesco	Supplies	2,917.48
	Accounts Payable Total	<u>\$154,809.73</u>

Payroll Salary plus
Benefits by
Department:
11/20/2025

Department	w/o OT	OT	Total
FINANCE			
41402 OFFICE	3,314.82	16.01	3,330.83
42101 POLICE	15,624.43	1,322.85	16,947.28
43101 STREET	8,853.21	58.48	8,911.69
43201 SEWER	6,472.69	411.07	6,883.76
43305 WATER	6,472.63	411.07	6,883.70
43403 ELECTRIC	15,841.77	23.80	15,865.57
45202 PARK	488.12	0.00	488.12
	<u>\$57,067.67</u>	<u>\$2,243.28</u>	<u>\$59,310.95</u>

**City Council Meeting
Department Head Reports
November 3, 2025**

Police Department Report

November 2025 Stats:

1. Traffic Warnings (43): Speeding = 11, Other = 32
2. Traffic & Criminal Citations (10): Speeding = 9, Other = 1, Total Fines = \$977.50
3. Felony Arrests: 0
4. Misdemeanor Arrests: 0
5. Agency Assists: Fire = 3, Ambulance = 5, Careflight = 0, Assist LEO = 3
6. 911 Misdialed = 0
7. Funeral Escorts = 1
8. Fingerprints = 1
9. 24/7 = 1
10. Total Calls for Service (CFS) = 29

Street Department Report

- a) We have been sweeping town.
- b) We cut a few trees down, with a few more to come.
- c) We re-graveled the road leading to the gravel pile and the east end of the ballfield road.
- d) We put base course on the Super 8 road.
- e) David & Dan filled several potholes around town.
- f) We mowed almost all the grassy areas including the airport.
- g) We assembled the new park benches.
- h) We helped the water department, winterize the park dump station & the ball field bathrooms.
- i) We winterized the park bathrooms.
- j) We have been getting the snow equipment ready for the winter.
- k) We put a longer culvert in on the 14th St.
- l) Dan helped the Electric Dept.
- m) I mowed along the ditches to help keep drifting snow to a minimum.
- n) We bladed roads.
- o) We put up the Christmas lights.
- p) We vacuumed the leaves out several storm drain inlets.

Water/Sewer/Airport Department Report

1. TLC Olson Const. is done for the year & all they have left to replace is the corner by Titan Machinery (valve, some short pieces of pipe) & a final walk through of the phase 4 project to see if anything was missed or settling of trenches.
2. We had an issue with our mixer in the tower where it tripped out (bad breaker).
3. Both Lift Station had issues – Seal failed on East one & bad float on the West one
4. All the papers had been signed for the upcoming 2026 project.
5. Pool – the pool committee had a couple meetings with Burbach Aquatics about some building (electrical, Plumbing & structure details) also they are going to give us a more detailed 3D view at what it should look like.

Electric Department Report

- I. Locates
- II. Tree trimming.
- III. Relabel a lot of existing infrastructure that has faded or peeled over time.
- IV. Worked on Fast forward mapping cleaned up and label.
- V. Safety Benefits conference.
- VI. Heartland winter conference.
- VII. Exercised switching procedures for the House that came through. Had to deenergize the Transmission line and lift it up for the House to clear.

**City Council Meeting
Department Head Reports
November 3, 2025**

- VIII. Worked on several streetlights.
- IX. Preventive maintenance for and at the substations.
- X. Put Christmas lights up.

Finance Office Report

- 1. Sales Tax Comparison Report – see attachment
- 2. Nov. 12-13, attended Loss Control Conference hosted by Safety Benefits, Inc.
- 3. Webinars for election training have begun to give guidance on HB1130 that passed earlier this year.
- 4. HCHWCF published an article about the pool project with information about how to donate.

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	\$6,327.44 \$12,824.44	\$5,836.76 \$27,951.70	\$5,500.00
July	\$71,420.83 \$50,117.59	\$57,675.80 \$50,029.41	\$6,000.00
August	\$37,001.17 \$73,319.78	\$53,895.73 \$89,196.74	\$5,500.00
September	\$9,114.23 \$69,751.39	\$6,120.93 \$68,299.51	\$5,500.00
October	\$22,603.79 \$75,505.24	\$8,551.65 \$85,049.11	\$5,500.00
November	\$13,585.27 \$49,691.41	\$11,175.50 \$98,607.07	\$5,500.00
December			\$5,500.00

Total	\$966,366.38	\$982,402.93	-1.63%
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	up/down from last year	-\$16,036.55
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2025 Est'd. Budget	1,100,000.00
uncollected	133,633.62

Gross Receipts Tax - Split

Fund 211

Current Year			
Month	Total	City 20%	OHED 80%
JAN	\$1,387.66 \$3,542.27	\$277.53 \$708.45	\$1,110.13 \$2,833.82
FEB	\$849.95 \$2,770.60	\$169.99 \$554.12	\$679.96 \$2,216.48
MAR	\$799.64 \$2,698.71	\$159.93 \$539.74	\$639.71 \$2,158.97
APR	\$660.24 \$2,896.51	\$132.05 \$579.30	\$528.19 \$2,317.21
MAY	\$1,105.25 \$2,891.75	\$221.05 \$578.35	\$884.20 \$2,313.40
JUN	\$1,024.63 \$1,131.15	\$204.93 \$226.23	\$819.70 \$904.92
JUL	\$4,263.47 \$2,994.31	\$852.69 \$598.86	\$3,410.78 \$2,395.45
AUG	\$2,372.86 \$4,124.67	\$474.57 \$824.93	\$1,898.29 \$3,299.74
SEP	\$1,371.07 \$2,907.81	\$274.21 \$581.56	\$1,096.86 \$2,326.25
OCT	\$2,145.84 \$2,778.52	\$429.17 \$555.70	\$1,716.67 \$2,222.82
NOV	\$1,302.84 \$2,618.76	\$260.57 \$523.75	\$1,042.27 \$2,095.01
DEC		\$0.00 \$0.00	\$0.00 \$0.00
	\$48,638.51	\$9,727.70	\$38,910.81

\$4,421.68
average/month

Previous Year		
Total	City 20%	OHED 80%
\$2,212.81 \$3,181.54	\$442.56 \$636.31	\$1,770.25 \$2,545.23
\$939.57 \$2,312.45	\$187.91 \$462.49	\$751.66 \$1,849.96
\$791.67 \$3,299.35	\$158.33 \$659.87	\$633.34 \$2,639.48
\$0.00 \$1,763.52	\$0.00 \$352.70	\$0.00 \$1,410.82
\$1,945.35 \$3,111.54	\$389.07 \$622.31	\$1,556.28 \$2,489.23
\$933.19 \$1,074.54	\$186.64 \$214.91	\$746.55 \$859.63
\$3,812.26 \$3,177.81	\$762.45 \$635.56	\$3,049.81 \$2,542.25
\$2,034.97 \$4,105.43	\$406.99 \$821.09	\$1,627.98 \$3,284.34
\$1,135.10 \$2,973.21	\$227.02 \$594.64	\$908.08 \$2,378.57
\$1,645.55 \$3,537.22	\$329.11 \$707.44	\$1,316.44 \$2,829.78
\$1,165.45 \$5,447.26	\$233.09 \$1,089.45	\$932.36 \$4,357.81
\$0.00 \$3,108.42	\$0.00 \$621.68	\$0.00 \$2,486.74
\$53,708.21	\$10,741.64	\$42,966.57

\$4,475.68
average/month

up/down from previous year		
Total	-1,961.28	-4.46%
City	-392.26	-4.46%
OHED	-1,569.02	-4.46%

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

OHED 80%

Check #

Check Date

OCT	1,042.27
OCT	2,095.01
	\$3,137.28

SPN Helms

ENGINEERS & SURVEYORS

Michael Office:
2100 N. Sanborn Blvd
Mitchell, SD 57301
Phone (605) 956-7761

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

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

INVOICE
INVOICE DATE: 11/24/2025
INVOICE NO: 37443
BILLING THROUGH: 11/22/2025

M16085 | MILLER PHASE IV UTILITY IMPROVEMENTS

Managed By: CAMDEN A HOFER

Miller Phase IV Water Improvements - Construction Administration including project closeout and drawings of construction record.
Billing Period: 10/26/25 thru 11/22/25

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
M16085.00WV MILLER PHASE IV UTILITY IMPROVEMENTS- WATER MAIN - CONST ADMIN	\$113,000.00	95.00	\$107,350.00	\$101,700.00	\$5,650.00
TOTAL	\$113,000.00		\$107,350.00	\$101,700.00	\$5,650.00

SUBTOTAL \$5,650.00
AMOUNT DUE THIS INVOICE \$5,650.00
This invoice is due upon receipt.

Please remit payment to:
SPN & Associates
2100 N Sanborn Blvd.
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 25th day of Nov 2025

Schmucker, Paul, Mohr & Associates

Signed

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

Michael Office:
2100 N. Sanborn Blvd
Mitchell, SD 57301
Phone (605) 956-7761

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

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

INVOICE
INVOICE DATE: 11/24/2025
INVOICE NO: 37444
BILLING THROUGH: 11/22/2025

M16085 | MILLER PHASE IV UTILITY IMPROVEMENTS

Managed By: CAMDEN A HOFER

Miller Phase IV - Wastewater Improvements - Construction Administration including project closeout and preparation of record drawings.
Billing Period: 10/26/25 thru 11/22/25

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
M16085.00WV MILLER PHASE IV UTILITY IMPROVEMENTS- SANITARY SEWER - CONST ADMIN	\$28,600.00	95.00	\$27,360.00	\$26,950.00	\$1,440.00
TOTAL	\$28,600.00		\$27,360.00	\$26,950.00	\$1,440.00

SUBTOTAL \$1,440.00
AMOUNT DUE THIS INVOICE \$1,440.00
This invoice is due upon receipt.

Please remit payment to:
SPN & Associates
2100 N Sanborn Blvd.
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 25th day of Nov 2025

Schmucker, Paul, Mohr & Associates

Signed

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

Mitchell Office:
2100 N. Sanborn Blvd
Mitchell SD 57301
Phone (605) 996-7761

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

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

INVOICE

INVOICE DATE: 11/24/2025
INVOICE NO: 37445
BILLING THROUGH: 11/22/2025

M16085:06WW | MILLER PHASE IV UTILITY IMPROVEMENTS - SANITARY SEWER - RPR

Managed By: CAMDEN A HOFER

Miller Phase IV - Sanitary Sewer Improvements - Resident project representative - coordination of project punch list.
Billing Period: 10/26/25 thru 11/22/25

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
TECHNICIAN I	11.00	\$160.0000	\$1,760.00
TOTAL SERVICES	11.00		\$1,760.00

SUBTOTAL \$1,760.00

AMOUNT DUE THIS INVOICE \$1,760.00

This invoice is due upon receipt

Please remit payment to:
SPN & Associates
2100 N Sanborn Blvd.
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 25th day of Nov 2025

Schmucker, Paul, Nohr & Associates

Signed

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.: **14**

Owner: City of Miller Engineer's Project No.: 16085
Engineer: SPN and Associates
Contractor: TLC Olson Construction
Project: Phase 4 Utility Improvements

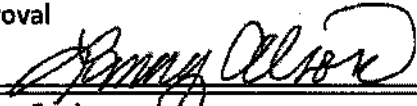
Application Date: November 25, 2025Application Period: From October 26, 2025 to November 22, 2025

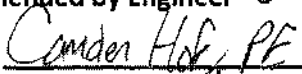
1. Original Contract Price	\$ 4,830,850.85
2. Net change by Change Orders	\$ (425,282.75)
3. Current Contract Price (Line 1 + Line 2)	\$ 4,405,568.10
4.a Total Work Completed	\$ 4,366,927.60
4.b Materials Stored to Date	\$ -
4.c Less Value of Non-conforming Work	
5. Retainage	
a. 5% X \$ 4,366,927.60 Work & Materials	\$ 218,346.38
b. X Work & Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 218,346.38
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$ 4,148,581.22
7. Less previous payments (Line 6 from prior application)	\$ 4,082,780.42
8. Amount due this application	\$ 65,800.80
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 256,986.88

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: 11/25/2025**Recommended by Engineer**

By: 
Title: Project Engineer
Date: 11/25/25

Approved by Owner

By: _____
Title: Mayor
Date: _____

APPLICATION NUMBER: 14

DATE OF ESTIMATE: November 25, 2025

CONTRACTOR:

PROJECT: Phase 4 Utility Improvements

PERIOD FROM: October 26, 2025

TLC Olson Construction

OWNER: City of Millier

TO: November 22, 2025

PROJECT NUMBER: 16085

INCLUDES CHANGE ORDER: Five

Approximate total amount of payment earned: 99.1%

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	\$483,700.00	\$483,700.00	LS		100% LS	\$483,700.00	LS	
2	Remove, Salvage and Replace Gravel Surfacing	237 CY	\$15.00	\$3,555.00	CY		237 CY	\$3,555.00	CY	
3	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	16,773 SY	\$9.50	\$159,343.50	SY		16,773 SY	\$159,343.50	SY	
4	Remove and Dispose of Concrete Surfacing	343 SY	\$15.00	\$5,137.50	SY		343 SY	\$5,137.50	SY	
5	Remove and Dispose of Curb and Gutter	552 LF	\$5.00	\$2,757.50	LF		552 LF	\$2,757.50	LF	
6	Remove, Salvage and Reset Landscaping	12 SY	\$100.00	\$1,200.00	SY		12 SY	\$1,200.00	SY	
7	Remove and Dispose of Culvert	LF	\$30.00		LF				LF	
8	Remove and Dispose of Fire Hydrant	9 EA	\$325.00	\$2,925.00	EA		9 EA	\$2,925.00	EA	
9	Remove and Salvage Fire Hydrant	6 EA	\$850.00	\$3,900.00	EA		6 EA	\$3,900.00	EA	
10	Remove and Dispose of Gate Valve and Box	35 EA	\$300.00	\$10,500.00	EA		34 EA	\$10,200.00	1 EA	\$300.00
11	Remove and Salvage Gate Valve and Box	10 EA	\$850.00	\$8,500.00	EA		10 EA	\$8,500.00	EA	
12	Remove and Dispose of Meter Pit	1 EA	\$400.00	\$400.00	EA		1 EA	\$400.00	EA	
13	Remove and Dispose of Contaminated Soil	TN	\$60.00		TN		TN		TN	
14	Field Locate Existing Mains and Services	87.0 HR	\$400.00	\$34,800.00	HR		82.2 HR	\$32,880.00	4.8 HR	\$1,920.00
15	Insulation	36 LF	\$80.00	\$2,880.00	LF		36 LF	\$2,880.00	LF	
16	6" PVC Water Main	18,057 LF	\$52.75	\$952,506.75	LF		18,037 LF	\$951,451.75	20 LF	\$1,055.00
17	6" PVC Water Main - Alley	1,325 LF	\$86.75	\$114,943.75	LF		1,325 LF	\$114,943.75	LF	
18	6" PVC Water Main Extra Depth (6.5' to 7.5')	950 LF	\$54.75	\$52,012.50	LF		950 LF	\$52,012.50	LF	
19	6" PVC Water Main Extra Depth (7.5' to 8.5')	LF	\$55.75		LF		LF		LF	
20	8" PVC Water Main Extra Depth (8.5' to 9.5')	88 LF	\$56.75	\$4,984.00	LF		88 LF	\$4,984.00	LF	
21	8" PVC Water Main - Directionally Drilled	329 LF	\$106.50	\$35,038.50	LF		329 LF	\$35,038.50	LF	
22	4" PVC Water Main	274 LF	\$45.75	\$12,535.50	LF		274 LF	\$12,535.50	LF	
23	4" PVC Water Main - Alley	11 LF	\$80.75	\$888.25	LF		11 LF	\$888.25	LF	
24	10" Encasement Pipe	148 LF	\$43.00	\$6,364.00	LF		148 LF	\$6,364.00	LF	
25	6" MJ Gate Valve with Box	74 EA	\$2,230.00	\$165,020.00	EA		73 EA	\$162,790.00	1 EA	\$2,230.00
26	Install Salvaged 6" Gate Valve with Box	4 EA	\$600.00	\$2,400.00	EA		4 EA	\$2,400.00	EA	
27	4" MJ Gate Valve with Box	6 EA	\$1,925.00	\$11,550.00	EA		6 EA	\$11,550.00	EA	
28	6"x6" MJ Tee	31 EA	\$1,175.00	\$36,425.00	EA		31 EA	\$36,425.00	EA	
29	6"x4" MJ Tee	4 EA	\$1,110.00	\$4,440.00	EA		4 EA	\$4,440.00	EA	
30	6" 90° MJ Bend	18 EA	\$750.00	\$13,500.00	EA		18 EA	\$13,500.00	EA	
31	6" 45° MJ Bend	7 EA	\$725.00	\$5,075.00	EA		7 EA	\$5,075.00	EA	
32	6" 22.5° MJ Bend	7 EA	\$715.00	\$5,005.00	EA		7 EA	\$5,005.00	EA	
33	6" 11.25° MJ Bend	EA	\$720.00		EA		EA		EA	
34	6"x4" MJ Reducer	EA	\$800.00		EA		EA		EA	
35	6" MJ Cap	6 EA	\$435.00	\$2,610.00	EA		6 EA	\$2,610.00	EA	

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BID SCHEDULE A, CONTINUED:		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
		QUANTITY	UNIT	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
36	6" MJ Plug	6 EA	\$450.00	\$2,700.00	EA		6 EA	\$2,700.00	EA	
37	Fire Hydrant (6.5' Bury)	14 EA	\$5,000.00	\$70,000.00	EA		14 EA	\$70,000.00	EA	
38	Fire Hydrant (8.5' Bury)	2 EA	\$5,450.00	\$10,900.00	EA		2 EA	\$10,900.00	EA	
39	Install Salvaged Fire Hydrant	2 EA	\$1,190.00	\$2,380.00	EA		2 EA	\$2,380.00	EA	
40	Tracer Wire Access Box (Water)	24 EA	\$125.00	\$3,000.00	EA		24 EA	\$3,000.00	EA	
41	Water Main Tracer Wire Ground Rod	38 EA	\$145.00	\$5,510.00	EA		38 EA	\$5,510.00	EA	
42	Connect to Existing 4" Water Main	10 EA	\$915.00	\$9,150.00	EA		10 EA	\$9,150.00	EA	
43	Connect to Existing 8" Water Main	47 EA	\$1,440.00	\$67,680.00	EA		45 EA	\$64,800.00	2 EA	\$2,880.00
44	Connect to Existing 8" Valve or Fitting	14 EA	\$1,150.00	\$16,100.00	EA		14 EA	\$16,100.00	EA	
45	4"x1" Service Saddle w/Corp Stop	1 EA	\$570.00	\$570.00	EA		1 EA	\$570.00	EA	
46	6"x1" Service Saddle w/Corp Stop	150 EA	\$590.00	\$88,500.00	EA		148 EA	\$87,320.00	2 EA	\$1,180.00
47	6"x1.5" Service Saddle w/Corp Stop	3 EA	\$825.00	\$2,475.00	EA		3 EA	\$2,475.00	EA	
48	6"x2" Service Saddle w/Corp Stop	7 EA	\$915.00	\$6,405.00	EA		7 EA	\$6,405.00	EA	
49	1" Water Service Pipe	3,458 LF	\$40.65	\$140,567.70	LF		3,428 LF	\$139,348.20	30 LF	\$1,219.50
50	1" Water Service Pipe - Alley	173 LF	\$50.65	\$8,762.45	LF		173 LF	\$8,762.45	LF	
51	1" Water Service Pipe - Directionally Drilled	1045 LF	\$54.65	\$57,109.25	LF		1045 LF	\$57,109.25	LF	
52	1.5" Water Service Pipe	49 LF	\$72.00	\$3,528.00	LF		49 LF	\$3,528.00	LF	
53	2" Water Service Pipe	201 LF	\$48.60	\$9,768.60	LF		201 LF	\$9,768.60	LF	
54	1" Curb Stop with Box	143 EA	\$655.00	\$93,665.00	EA		140 EA	\$91,700.00	3 EA	\$1,965.00
55	2" Curb Stop with Box	7 EA	\$1,125.00	\$7,875.00	EA		7 EA	\$7,875.00	EA	
56	Meter Pit	15 EA	\$1,835.00	\$27,525.00	EA		14 EA	\$25,990.00	1 EA	\$1,835.00
57	Connect to Existing Water Service	158 EA	\$470.00	\$74,260.00	EA		154 EA	\$72,380.00	4 EA	\$1,880.00
58	Connect to Existing 1.5" Water Service	7 EA	\$565.00	\$3,955.00	EA		7 EA	\$3,955.00	EA	
59	Connect to Existing 2" Water Service	6 EA	\$810.00	\$4,860.00	EA		6 EA	\$4,860.00	EA	
60	24" CMP	LF	\$94.00		LF		LF		LF	
61	Street Excavation	5,705 CY	\$8.25	\$47,066.25	CY		5,705 CY	\$47,066.25	CY	
62	Geotextile Fabric	454 SY	\$5.25	\$2,383.50	SY		454 SY	\$2,383.50	SY	
63	Gravel Base Course	5,633.8 TN	\$30.00	\$169,015.80	TN		5,633.8 TN	\$169,015.80	TN	
64	4" Gravel Surfacing	831.0 TN	\$30.00	\$24,930.00	TN		831.0 TN	\$24,930.00	TN	
65	6" Gravel Surfacing	833.0 TN	\$30.00	\$24,990.00	TN		833.0 TN	\$24,990.00	TN	
66	10" Gravel Surfacing	250.0 TN	\$30.00	\$7,500.00	TN		250.0 TN	\$7,500.00	TN	
67	2" Asphalt Surfacing	2,262.8 TN	\$145.00	\$328,110.35	TN		2,262.8 TN	\$328,110.35	TN	
68	4" Asphalt Surfacing	TN	\$145.00		TN		TN		TN	
69	6" Asphalt Surfacing	238.0 TN	\$145.00	\$34,508.55	TN		238.0 TN	\$34,508.55	TN	
70	Asphalt Binder on the Basis of Composite Mix In Place	2,500.8 TN	\$55.00	\$137,545.10	TN		2,500.8 TN	\$137,545.10	TN	

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BID SCHEDULE A, CONTINUED:		AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL						
		QUANTITY	UNIT	APPROVED PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE				
71	Double Blotter Coat Surfacing	1,630	SY	\$13.50	\$22,005.00			SY		1,630	SY	\$22,005.00			
72	18" Concrete Valley Gutter	102	SY	\$88.00	\$9,078.00			102	SY	\$9,078.00					
73	18" Concrete Surfacing	172	SY	\$89.00	\$15,283.50			172	SY	\$15,283.50					
74	4" Concrete Sidewalk	894	SF	\$9.25	\$6,419.50			894	SF	\$6,419.50					
75	Concrete Curb and Gutter	580	LF	\$49.00	\$28,420.00			580	LF	\$28,420.00					
76	Pavement Marking and Striping	614	LF	\$4.50	\$2,763.00	636	LF	\$2,862.00		636	LF	\$2,862.00	-22	LF	-\$99.00
77	Traffic Control Signage	35	SF	\$4.50	\$157.95			35	SF	\$157.95					
78	Type 3 Barricades	5	EA	\$110.00	\$550.00			5	EA	\$550.00					
79	Traffic Control Miscellaneous	1	LS	\$24,000.00	\$24,000.00			100%	LS	\$24,000.00					
80	Inlet Protection	1	EA	\$150.00	\$150.00			1	EA	\$150.00					
81	Type 2 Seeding	1,112	SY	\$2.25	\$2,502.00			1,112	SY	\$2,502.00					
82	Type 1 Seeding	2,063	SY	\$2.25	\$4,641.75			1,943	SY	\$4,371.75	120	SY		\$270.00	
83	Highway Traffic Control Signage	151	SF	\$4.50	\$680.85			151.3	SF	\$690.85					
84	Type 3 Barricade	30	EA	\$110.00	\$3,300.00			30	EA	\$3,300.00					
85	42" Drum/Cone	8	EA	\$55.00	\$440.00			8	EA	\$440.00					
86	Channelizing Device	50	EA	\$55.00	\$2,750.00			50	EA	\$2,750.00					
Total for Bid Schedule A					\$3,738,266.85		\$2,862.00		\$3,699,628.35					\$38,640.50	
Extra Items For Change Order 4															
E 1	Mobilization Fees for Extra Work	1	LS	\$25,402.00	\$25,402.00			1	LS	\$25,402.00			LS		
E 2	2 1/4" Transition at County Shop	1	EA	\$1,500.00	\$1,500.00			1	EA	\$1,500.00			EA		
E 3	Slip Line 2" HDPE in 4" ACP	72	LF	\$30.00	\$2,160.00			72	LF	\$2,160.00			LF		
E 4	1.5" Curb Stop with Box	1	EA	\$1,500.00	\$1,500.00			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					\$3,768,830.85		\$2,862.00		\$3,730,190.35					\$38,640.50	

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		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	
Extra Items For Change Order 5												
E 5	Crushed Concrete Per County Requirements in County Road Crossing	1	LS	\$1,200.00	\$1,200.00	1	LS	\$1,200.00		1	LS	\$1,200.00
E 6	Salvage 6" Cap	1	EA	\$290.00	\$290.00	1	EA	\$290.00		1	EA	\$290.00
E 7	Salvage 6x2 Saddle/Corp	1	EA	\$230.00	\$230.00	1	EA	\$230.00		1	EA	\$230.00
E 8	Salvage and Install 2' Curb Stop with Box	1	EA	\$580.00	\$580.00	1	EA	\$580.00		1	EA	\$580.00
E 9	4" MJ 90 Bend	2	EA	\$810.00	\$1,620.00	2	EA	\$1,620.00		2	EA	\$1,620.00
E 10	Crushed Rock Trench Stabilization	29	TN	\$72.00	\$2,088.00	29	TN	\$2,088.00		29	TN	\$2,088.00
E 11	Reset Inlet	1	EA	\$2,900.00	\$2,900.00	1	EA	\$2,900.00		1	EA	\$2,900.00
E 12	4" Gate Valve	1	EA	\$460.00	\$460.00	1	EA	\$460.00		1	EA	\$460.00
E 13	Remove and Dispose of Curb Stop Box	1	EA	\$120.00	\$120.00	1	EA	\$120.00		1	EA	\$120.00
E 14	6" PVC Storm Pipe Conflicting with Water Main Installation	22	LF	\$61.00	\$1,342.00	22	LF	\$1,342.00		22	LF	\$1,342.00
E 15	Connect 6" PVC Storm Sewer to Existing 8" VCP	1	EA	\$230.00	\$230.00	1	EA	\$230.00		1	EA	\$230.00
E 16	Grout 6" PVC into existing 15" RCP Storm Sewer	1	EA	\$230.00	\$230.00	1	EA	\$230.00		1	EA	\$230.00
E 17	8" Reinforced Concrete Approach	20	SY	\$140.00	\$2,800.00	20	SY	\$2,800.00		20	SY	\$2,800.00
E 18	4"x3" MJ Reducor	2	EA	\$3,110.00	\$6,220.00	2	EA	\$6,220.00		2	EA	\$6,220.00
E 19	Extra Depth on Valve Box	1	EA	\$1,300.00	\$1,300.00	1	EA	\$1,300.00		1	EA	\$1,300.00
E 20	Connect to 3" Water Service	2	EA	\$750.00	\$1,500.00	2	EA	\$1,500.00		2	EA	\$1,500.00
E 21	Remove, Salvage and Reset Bollards	4	EA	\$400.00	\$1,600.00	4	EA	\$1,600.00		4	EA	\$1,600.00
E 22	1.5" Curb Stop w/Box	1	EA	\$1,000.00	\$1,000.00	1	EA	\$1,000.00		1	EA	\$1,000.00
E 23	4" Bollards	3	EA	\$580.00	\$1,740.00	3	EA	\$1,740.00		3	EA	\$1,740.00
E 24	4" MJ Cap	1	EA	\$220.00	\$220.00	1	EA	\$220.00		1	EA	\$220.00
E 25	4"x2" Service Saddle w/ Corp Stop	1	EA	\$920.00	\$920.00	1	EA	\$920.00		1	EA	\$920.00
E 26	8" Bollards	4	EA	\$980.00	\$3,920.00	4	EA	\$3,920.00		4	EA	\$3,920.00
E 27	Furnish and Stockpile Gravel	1,594	TN	\$18.00	\$28,692.00	1,594	TN	\$28,692.00		1,594	TN	\$28,692.00
E 28	Furnish Meter Pit	4	EA	\$1,300.00	\$5,200.00	4	EA	\$5,200.00		4	EA	\$5,200.00
Total Extra Items for CO 5					\$66,402.00	\$66,402.00		\$66,402.00				
Total for Bid Schedule A and CO 5					\$3,835,232.85	\$69,264.00		\$3,796,592.35		\$38,640.50		

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BID SCHEDULE B: Wastewater		AS APPROVED TO DATE		INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1	LS	\$48,700.00	\$48,700.00	LS		100% LS	\$48,700.00
2	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	2,788	SY	\$9.50	\$26,486.00	SY		2,788 SY	\$26,486.00
3	Remove and Dispose of Culvert		LF	\$10.00		LF		LF	
4	Remove and Dispose of Manhole	1	EA	\$400.00	\$400.00	EA		1 EA	\$400.00
5	Sanitary Sewer Manhole (0'-8")	3	EA	\$5,040.00	\$15,120.00	EA		3 EA	\$15,120.00
6	Sanitary Sewer Manhole Extra Depth	8.0	VF	\$125.00	\$1,125.00	VF		9.0 VF	\$1,125.00
7	8" PVC Sanitary Sewer Main (0'-8")	145	LF	\$69.25	\$10,041.25	LF		145 LF	\$10,041.25
8	8" PVC Sanitary Sewer Main (10'-12")	267	LF	\$74.25	\$19,824.75	LF		267 LF	\$19,824.75
9	8" PVC Sanitary Sewer Main (12'-14")	580	LF	\$79.25	\$45,965.00	LF		580 LF	\$45,965.00
10	Bypass Pumping	1	LS	\$15,000.00	\$15,000.00	LS		1 LS	\$15,000.00
11	8" PVC Cap	4	EA	\$138.00	\$554.00	EA		4 EA	\$554.00
12	8"x4" Sanitary Sewer Wye	9	EA	\$310.00	\$2,790.00	EA		9 EA	\$2,790.00
13	4" PVC Sanitary Sewer Service	148	LF	\$102.50	\$15,170.00	LF		148 LF	\$15,170.00
14	Connect to Existing Sanitary Sewer Service	4	EA	\$530.00	\$2,120.00	EA		4 EA	\$2,120.00
15	Connect to Existing 8" Sanitary Sewer Main		EA	\$1,088.00		EA		EA	
16	Sanitary Manhole Inside Drop Assembly		EA	\$1,420.00		EA		EA	
17	Core Drill Existing Manhole (8")	1	EA	\$1,500.00	\$1,500.00	EA		1 EA	\$1,500.00
18	Post Televising Sanitary Sewer Main	997	LF	\$9.50	\$9,474.50	LF		997 LF	\$9,474.50
19	12" CMP		LF	\$52.50		LF		LF	
20	Street Excavation	927	CY	\$9.25	\$7,647.75	CY		927 CY	\$7,647.75
21	Gravel Base Course	300.0	TN	\$30.00	\$9,000.00	TN		300 TN	\$9,000.00
22	3" Asphalt Surfacing	387.5	TN	\$145.00	\$56,187.50	TN		387.5 TN	\$56,187.50
23	Asphalt Binder on the Basis of Composite Mix in Place	387.5	TN	\$55.00	\$21,312.50	TN		387.5 TN	\$21,312.50
Total for Bid Schedule B					\$307,408.25			\$307,408.25	

BID SCHEDULE C: City Funded Street Repair		AS APPROVED TO DATE		INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1	LS	\$94,100.00	\$94,100.00	LS		100% LS	\$94,100.00
2	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	1,586	SY	\$9.50	\$15,067.00	SY		1,586 SY	\$15,067.00
3	Street Excavation		CY	\$8.25		CY		CY	
4	Geotextile Fabric		SY	\$5.25		SY		SY	
5	Gravel Base Course		TN	\$30.00		TN		TN	
6	2" Asphalt Surfacing	1,047.3	TN	\$145.00	\$151,858.50	TN		1,047.3 TN	\$151,858.50
7	Asphalt Binder on the Basis of Composite Mix in Place	1,047.3	TN	\$55.00	\$57,601.50	TN		1,047.3 TN	\$57,601.50
Total for Bid Schedule C					\$318,627.00			\$318,627.00	
Total for Bid Schedule A - C					\$4,461,268.10	\$69,264.00		\$4,422,827.60	\$38,640.50

Extra Items For Change Order 4		AS APPROVED TO DATE		INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
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	LS		100% LS	-\$55,700.00
Total Bid Schedule C with CO 4					\$262,927.00			\$262,927.00	
Total Bid Schedule A - C with CO 4					\$4,405,568.10	\$69,264.00		\$4,366,927.60	\$38,640.50

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ITEMIZED LISTING OF MATERIALS STORED O

APPLICATION NUMBER: 14

PROJECT: Phase 4 Utility Improvements

OWNER: City of Miller

PROJECT NUMBER: 16085

INCLUDES CHANGE ORDER #: Five

Itemization for This Pay Application:

	Schedules
Water Costs	\$65,800.80
Wastewater Costs	\$0.00
City Share Cost	\$0.00
Total	\$65,800.80

**JOINT COOPERATIVE AGREEMENT
FOR 2026**

Section 1. Authority.

Article I

Pursuant to the Constitution of South Dakota and as provided in Chapter 1-24-1 to 1-24-10 of the SDCL, 1992 Revision, entitled "The Joint Exercise of Governmental Powers," the undersigned units of local governments hereby organize, form, and maintain the Northeast Council of Governments. As referenced in SDCL 1-24-1 to 1-24-10, in the event that the joint agreement financing of the Council be terminated due to lack of support by the governmental units within the area served, all equipment and supplies owned by the Council shall be sold by sealed bids to local units of government within the area boundaries or accorded to applicable Federal guidelines. The Chairperson, Vice Chairperson, and Secretary/Treasurer of the Council shall oversee the advertisement, receiving the bids, and opening the bids. Money received from the sale of Council equipment and supplies will be divided in the same manner as contributed by member counties and cities that financed the Council operations within the last year.

Section 2. Duration of the Agreement.

The joint agreement represents a voluntary association of general purpose units of local governments providing planning, technical aid, and assistance capabilities to its membership and other units of local governments. This agreement shall remain in effect as long as five counties representing 50 percent of the area population continue membership and financial support.

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

Section 3. Governing Body.

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

Section 4. Fiscal Year.

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

Section 5. Bylaws.

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

Article II

Section 1. Members.

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

Section 2. Ex-Officio Membership.

NECOG

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

Section 3. Proxies.

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

Article III

Section 1. Regular Meetings.

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

Section 2. Meetings--Special.

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

Section 3. Quorum.

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

Section 4. Rules--Action of the Council.

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

1. It is the basic objective of this Council to unite all beliefs and interests in the fulfillment of a sound program for the development of the area served.
2. This objective can only be obtained by the use of the best techniques of group thinking and by minimizing any elements of force in the action of the group.
3. It is the guiding policy of this Council that in all of its activities, every reasonable effort shall be made to attain the closest possible approach to unanimous consent.

Article IV

Section 1. Officers.

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

Section 2. Subcommittees.

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

Section 3. Executive Board.

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

Article V

Section 1. Powers of the Council.

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

Section 2. Limitation of Powers.

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

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

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Section 3. Staff.

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

Section 1. Finance.

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

Article VI

Section 2. Local Share.

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

Unit of Government	Maximum Local Share
Beaule County	\$17,314.95
Huron	3,613.23
Brown County	27,749.62
Aberdeen	7,405.33
Groton	1,806.63
Campbell County	7,506.49
Herfeld	1,806.63
Day County	10,525.04
Webster	1,806.63
Edmunds County	8,945.77
Ipswich	1,806.63
Faulk County	7,976.24
Faulkton	1,806.63
Hand County	8,722.94
Miller	1,808.63

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McPherson County	8,286.77
Eureka	1,806.63
Marshall County	9,240.82
Britton	1,806.63
Potter County	8,244.19
Getysburg	1,806.63
Spink County	11,128.76
Redfield	1,806.63
Wakarusa County	9,989.06
Madison	1,806.63

Article VII

Section 1. Amendments.

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

Section 2. Termination of this Joint Cooperative Agreement.

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

Adopted on the _____ day of _____, 202__.

Chairperson

ATTEST:

Unit of Government