

**AGENDA**  
**CITY OF MILLER**  
**TUESDAY, JANUARY 20, 2026**  
**7:00 P.M.**

*The City of Miller is an equal-opportunity employer.*

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Approval of Minutes..... pgs. 1 - 3**

**Public Input**

**New Business**

1. Special Event Liquor Licenses:
  - Miller Needs a Pool – Miller Community Center on 1/30/26
2. 2025 Year-end Financials..... pgs. 4 - 12
3. Jansen Naber – OHED Quarterly Review
4. Resolution No. 2026-4 – convey land to school ..... pg. 13 - 14
5. Resolution No. 2026-5 – Hand County Hazard Mitigation Plan .....pg. 15
6. Phase 4 Utility Improvements:
  - Certificate of Substantial Completion .....pgs. 16 - 17
7. Code Enforcement Specialists – Agreement Renewal..... pgs. 18 - 19

**Approval of Bills**

**Correspondence**

Ginny's Safe House – "Thank you".....pg. 20

**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  
JANUARY 5, 2026**

*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, January 5, 2026.

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

**MINUTES:** Motion by Alderwoman Hargens, seconded by Alderman Jones to approve the minutes for the special end-of-year meeting held December 30, 2025. All members voted aye. Motion carried.

**PUBLIC INPUT**

Mayor McGough and Alderman Gab received a phone call last night from a citizen. Mayor McGough appreciates people reaching out when they have questions to gain insight into city business. The council members are here to answer questions and listen to concerns.

**Department Head Reports**

A puzzling picture of an electrical transformer box full of dirt was presented by the electric department. It is assumed that a busy pocket gopher moved the dirt in, and it wasn't discovered until the cover was lifted during routine maintenance.

Cindy Deuter, Finance Officer presented the final sales tax figures as of the end of 2025 in comparison with 2024 figures. \$1,074,698.90 was received in 2025, \$39,000.08 more than what was received in 2024, yet \$25,301.10 short of the \$1.1 million that was estimated for 2025. The BBB tax (Gross Receipts Tax) came in at \$54,559.75, \$851.54 more as compared to 2024. An overview of the 2025 financials will be presented at the next regular meeting.

**UNFINISHED BUSINESS**

**2<sup>nd</sup> Reading – Ordinance #768:** Mayor McGough read the title of Ordinance #768 – City Fee Schedule. Motion by Alderman Auch, seconded by Alderman Gab to approve the second reading of Ordinance #768. Roll call vote: Alderman Jones – aye, Alderman Price – aye, Alderman Hargens – aye, Alderman Auch – aye, Alderman Gab – aye, Alderwoman Hargens – aye. Motion carried.

**NEW BUSINESS**

**Resolution No. 2026-1 – Annual Salaries:** Mayor McGough read Resolution No. 2026-1. Motion by Alderman Price, seconded by Alderman Jones to approve Resolution No. 2026-1 – Annual Salaries effective with the first payroll in January. All members voted aye. Motion carried.

**Resolution No. 2026-2:** Motion by Alderman Hargens, seconded by Alderman Gab to approve Resolution No. 2026-2 to designate *The Miller Press* as the official newspaper. All members voted aye. Motion carried.

**Dustin Graham, electric department:** Electric Department Superintendent Dustin Graham would like to start searching for a new pickup truck and to sandblast the utility box to prolong its life on the 2011 Ford Super Duty F-250. A quote was received from A-1 Body, Inc., Huron, SD, for sandblasting and repairs. \$50,000 was budgeted for the new pickup truck. A utility box for the new pickup can be purchased and installed later. Motion by Alderwoman Hargens, seconded by Alderman Jones to authorize Dustin to search for and purchase a pickup truck for the electric department for up to \$50,000. All members voted aye. Motion carried. The utility box on the F-250 only has surface rust. The rest of the box is in good condition. Sandblasting is a reasonable

option to maintain it. Motion by Alderman Jones, seconded by Alderman Auch to approve sandblasting and repairs on the service box as quoted from A-1 Body, Inc. for \$4,002.60. All members voted aye. Motion carried.

**Helms & Associates Invoice:** Motion by Alderman Price, seconded by Alderman Jones to pay Helms & Associates invoices 37658 and 37652 for a total of \$6,611.97. All members voted aye. Motion carried.

**KBA Quote – Annual Report:** A proposal from Kohlman, Bierschbach & Anderson, LLP was received to perform a compilation of the financial statements of the City of Miller for the year ended December 31, 2025, for an amount not to exceed \$1,850.00. This is an annual report that is submitted to the appropriate state and loan agencies, not a full audit. Motion by Alderman Price, seconded by Alderman Hargens to approve and accept KBA's proposal to perform the annual report as proposed for not more than \$1,850.00. All members voted aye. Motion carried.

**Designate Official Depositories:** Motion by Alderman Hargens, seconded by Alderman Gab to approve American Bank & Trust – Miller, Quoin Financial Bank – Miller, and SD FIT as the official depositories for the City of Miller. All members voted aye. Motion carried.

**Establish Election Date:** Mayor McGough read the new South Dakota Codified Law regarding the date of municipal elections. SDCL 9-13-1 requires the governing body to establish the date of the annual election by January 14 of the election year. The 2 choices are the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November. June is favorable to allow any new members to take office in July and to sit through the annual budget process. Motion by Alderman Auch, seconded by Alderman Price to establish the 2026 election date as June 2. All members voted aye. Motion carried.

**Farm & Home Show:** The council members coordinated time among Alderman Gab, Alderwoman Hargens, Alderman Hargens, and Alderman Price to host the city's booth at the Farm & Home Show. Alderman Hargens will be helping at the pancake feed, and Alderman Price will be there for C&B Operations. Each can fill in at the city's booth to allow breaks for the others.

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

#### **PUBLIC HEARING**

**Resolution No. 2026-3:** As published by public notice, the City Council held a public hearing at 7:30 p.m. regarding vacation of a right of way on the east side of the football field as requested by the Miller School District for the purpose of constructing an addition to the elementary school. Mayor McGough read Resolution No. 2026-3 to vacate that portion of East 7<sup>th</sup> Avenue. Alderman Jones asked who is responsible for relocating utility lines. Dustin Graham and Terry Manning stated the school will pay for those costs. Easements will be in place for city-owned utilities. Motion by Alderman Price, seconded by Alderman Gab to approve Resolution No. 2026-3 giving approval and authorization for the vacation of that part of East 7<sup>th</sup> Avenue. All members voted aye. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 7:34 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 January 2026**

Bds	Garbage	400.00
Cdw Gov	Prof Fees	407.85
City Utilities	Utilities	10,711.99
Cnh	Parts	110.26
Ginny's Safe House	Donation	2,000.00
Helms & Associates	Prof Fees	6,611.97
Pioneer Garage	Repairs	81.82
Jdf	Parts	848.35
Napa	Parts	340.43
Nasasp	Dues	190.00
Necog	Dues	1,806.63
Ohed	80% Bbb	4,736.99
Overhead Door - Pierre	Supplies	1,812.45
Postmaster	Presort Permit #2	425.00
Pump 'N Pak	Fuel	218.35
Runnings	Supplies	278.74
Sd Dann - Fo	Prof Fees	1,500.00
Sdml	Prof Fees	70.00
Sturdevant's	Supplies	281.63
Umma	Prof Fees	200.00
Us Bank	Loans	18,165.39
Wheels&Meals	Donation	2,750.00
	Accounts Payable Total	<u>\$53,947.85</u>

**Payroll Salary plus Benefits**      12/31/2025 &  
**by Department:**      01/02/2026

	Department	w/o OT	OT	Total
41101	COUNCIL	3,224.14	0.00	3,224.14
41402	FINANCE OFFICE	3,426.17	0.00	3,426.17
41902	BUILDING	274.99	0.00	274.99
42101	POLICE	17,985.22	2,121.90	20,107.12
43101	STREET	9,884.16	141.03	10,025.19
43201	SEWER	6,660.16	27.45	6,687.61
43305	WATER	6660.03	27.45	6687.48
43403	ELECTRIC	15967.69	0	15967.69
		<u>\$64,082.56</u>	<u>\$2,317.83</u>	<u>\$66,400.39</u>

BANK CASH REPORT  
2025

BANK	BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSEMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
AMERICAN BANK & TRUST							
BANK	AMERICAN BANK & TRUST						2,110,734.51
101	CHECKING	540,550.66	126,638.76	94,463.53	572,725.89	4,536.43	
211	CHECKING	48,326.99	5,921.24	3,137.28	51,110.95		
501	CHECKING	55,606.10	16,497.00	27,592.95	44,510.15	27,592.95	
602	CHECKING	516,115.50	162,301.32	112,465.42	565,951.40	220.97	
603	CHECKING	639,982.06	188,301.99	552,182.00	276,102.05	14,168.23	
604	CHECKING	528,505.32	63,262.39	33,274.07	558,493.64	130.98	
PENDING CREDIT-CARD DEPOSITS							
						4,809.13	
	AMERICAN BANK & TRUST TOTALS	2,329,086.63	562,922.70	823,115.25	2,068,894.08	41,840.43	2,110,734.51
SAVINGS ABT #275231							
BANK	SAVINGS ABT #275231						271,849.89
101	UNRESTRICTED ABT	201,830.98	141.01	0.00	201,971.99		
101	RESERVED AIRPORT AIP ABT	0.00	0.00	0.00	0.00		
101	SWIM POOL CIP ABT	0.00	0.00	0.00	0.00		
602	UNRESTRICTED ABT	24,764.10	17.30	0.00	24,781.40		
602	RESTRICTED ARPA FUNDS	0.00	0.00	0.00	0.00		
603	UNRESTRICTED ABT	45,001.88	31.44	0.00	45,033.32		
603	RESTRICTED ABT	0.00	0.00	0.00	0.00		
604	UNRESTRICTED ABT	63.14	0.04	0.00	63.18		
604	RESTRICTED ABT	0.00	0.00	0.00	0.00		
	SAVINGS ABT #275231 TOTALS	271,660.10	189.79	0.00	271,849.89	0.00	271,849.89
SAVINGS QUOIN 5710							
BANK	SAVINGS QUOIN 5710						424,265.46
101	UNRESTRICTED QUOIN	168,397.03	301.90	0.00	168,698.93		
101	ASSIGNED CASH - SWIM POOL	5,000.00	0.00	0.00	5,000.00		
602	UNRESTRICTED QUOIN	6,551.48	131.43	0.00	6,682.91		
602	RESTRICTED BOND 2009	50,439.60	0.00	0.00	50,439.60		
602	RESTRICTED BOND 2016	12,110.26	0.00	0.00	12,110.26		
602	RESTRICTED BOND 2017	6,387.64	0.00	0.00	6,387.64		
603	UNRESTRICTED QUOIN	104,527.88	301.69	0.00	104,829.57		
603	RESTRICTED BOND 2010	0.00	0.00	0.00	0.00		
603	RESTRICTED BOND 2020	68,748.75	0.00	0.00	68,748.75		
604	UNRESTRICTED QUOIN	1,365.42	2.38	0.00	1,367.80		
604	RESTRICTED BOND 2016	0.00	0.00	0.00	0.00		
604	RESTRICTED BOND 2017	0.00	0.00	0.00	0.00		
604	RESTRICTED BOND 2020	0.00	0.00	0.00	0.00		
	SAVINGS QUOIN 5710 TOTALS	423,528.06	737.40	0.00	424,265.46	0.00	424,265.46
QUOIN CD							
BANK	QUOIN CD						1,507,286.09
101	QUOIN CD	600,000.00	0.00	0.00	600,000.00		
211	QUOIN CD	27,467.25	0.00	0.00	27,467.25		
602	QUOIN CD	0.00	0.00	0.00	0.00		
603	QUOIN CD	719,818.84	0.00	0.00	719,818.84		

**BANK CASH REPORT  
2025**

BANK NAME FUND GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSEMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC. BANK BALANCE
604 QUIN CD	160,000.00	0.00	0.00	160,000.00		
QUIN CD TOTALS	1,507,286.09	0.00	0.00	1,507,286.09	0.00	1,507,286.09
<b>SD FIT</b>						
BANK SD FIT						1,104,149.17
101 SD FIT GENERAL	551,993.82	70.57	0.00	552,064.39		
603 SD FIT ELECTRIC	552,014.21	70.57	0.00	552,084.78		
SD FIT TOTALS	1,104,008.03	141.14	0.00	1,104,149.17	0.00	1,104,149.17
<b>ABT CDs</b>						
BANK ABT CDs						1,260,000.00
101 ABT CD	680,000.00	0.00	0.00	680,000.00		
602 ABT CD	230,000.00	0.00	0.00	230,000.00		
603 ABT CD	0.00	0.00	0.00	0.00		
604 ABT CD	350,000.00	0.00	0.00	350,000.00		
ABT CDs TOTALS	1,260,000.00	0.00	0.00	1,260,000.00	0.00	1,260,000.00
<b>TOTAL OF ALL BANKS</b>	<b>6,895,568.91</b>	<b>563,991.03</b>	<b>823,115.25</b>	<b>6,636,444.69</b>	<b>41,840.43</b>	<b>6,678,285.12</b>
101 PETTY CASH				275.00		
PETTY CASH TOTAL				275.00		
GRAND TOTAL CASH				<b>6,636,719.69</b>		

**BALANCE SHEET**  
CALENDAR 12/2025, FISCAL 12/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
101-00001-10101	CHECKING	32,175.23	572,725.89
101-00001-10200	SD FIT GENERAL	70.57	552,064.39
101-00001-10301	PETTY CASH	.00	275.00
101-00001-10401	UNRESTRICTED QUOIN	301.90	168,698.93
101-00001-10402	UNRESTRICTED ABT	141.01	201,971.99
101-00001-10403	RESERVED AIRPORT AIP ABT	.00	.00
101-00001-10404	SWIM POOL CIP ABT	.00	.00
101-00001-10502	QUOIN CD	.00	600,000.00
101-00001-10504	ABT CD	.00	680,000.00
101-00001-10701	ASSIGNED CASH - SWIM POOL	.00	5,000.00
101-00001-10801	TAXES RECEIVABLE - CURRENT	.00	.00
101-00001-11001	TAXES RECEIVABLE - DELINQUENT	.00	.00
<hr/>			
	TOTAL ASSETS	32,688.71	2,780,736.20
<hr/>			
101-00002-20200	ACCOUNTS PAYABLE	750.00-	.00
101-00002-21700	STATE SALES TAX	92.97-	841.54
101-00002-21701	FEDERAL W/H PAYABLE	.00	.00
101-00002-21702	FICA W/H PAYABLE	.00	.00
101-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
101-00002-21902	INS W/H PAYABLE	.00	.00
101-00002-21909	OTHER W/H PAYABLE	.00	.00
101-00003-26401	RESTRICTED DEBT SERVICE	.00	.00
101-00003-26499	OTHER RESTRICTED FUND BALANCE	.00	5,000.00
101-00003-26601	ASSIGN FOR SUBSEQ YEAR BUDGET	.00	216,000.00
101-00003-26602	ASSIGNED FOR CAPITAL OUTLAY	.00	500,000.00
101-00003-26701	UNASSIGNED FUND BALANCE	214,796.60	2,058,894.66
101-00003-27200	RETAINED EARNINGS - UNRESERVED	.00	.00
<hr/>			
	TOTAL LIABILITIES	213,953.63	2,780,736.20
<hr/>			
	GENERAL TOTAL	181,264.92-	.00
<hr/>			
211-00001-10101	CHECKING	2,783.96	51,110.95
211-00001-10502	QUOIN CD	.00	27,467.25
<hr/>			
	TOTAL ASSETS	2,783.96	78,578.20
<hr/>			
211-00002-20200	ACCOUNTS PAYABLE	.00	.00
211-00002-26404	FACILITIES/PROMOTE CITY	.00	.00
211-00003-26409	BUSINESS IMPROVE DISTRICT	.00	.00
211-00003-26701	UNASSIGNED FUND BALANCE	15,093.48	78,578.20
<hr/>			
	TOTAL LIABILITIES	15,093.48	78,578.20
<hr/>			
	GROSS RECEIPTS TAX FUND TOTAL	12,309.52-	.00
<hr/>			

**BALANCE SHEET**  
CALENDAR 12/2025, FISCAL 12/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
501-00001-10101	CHECKING	11,095.95-	44,510.15
	TOTAL ASSETS	11,095.95-	44,510.15
501-00002-20200	ACCOUNTS PAYABLE	.00	.00
501-00003-26701	UNASSIGNED FUND BALANCE	28,595.89-	44,510.15
	TOTAL LIABILITIES	28,595.89-	44,510.15
	CAPITAL IMPROVEMENT TOTAL	17,499.94	.00
602-00001-10101	CHECKING	49,835.90	565,951.40
602-00001-10400	UNRESTRICTED QUOIN	131.43	6,682.91
602-00001-10401	UNRESTRICTED ABT	17.30	24,781.40
602-00001-10502	QUOIN CD	.00	.00
602-00001-10504	ABT CD	.00	230,000.00
602-00001-10700	RESTRICTED BOND 2009	.00	50,439.60
602-00001-10701	RESTRICTED ARPA FUNDS	.00	.00
602-00001-10702	RESTRICTED BOND 2016	.00	12,110.26
602-00001-10704	RESTRICTED BOND 2017	.00	6,387.64
	TOTAL ASSETS	49,984.63	896,353.21
602-00002-20200	ACCOUNTS PAYABLE	.00	.00
602-00002-21700	STATE SALES TAX	.00	.00
602-00002-21701	FEDERAL W/H PAYABLE	.00	.00
602-00002-21702	FICA W/H PAYABLE	.00	.00
602-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
602-00002-21902	INS W/H PAYABLE	.00	.00
602-00002-21909	OTHER W/H PAYABLE	.00	.00
602-00002-22000	UTILITY DEPOSITS	150.00-	600.00
602-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	68,937.50
602-00003-25322	RESTRICTED FOR FED GRANTS	.00	.00
602-00003-25390	UNRESTRICTED NET POSITION	143,842.15	826,815.71
	TOTAL LIABILITIES	143,692.15	896,353.21
	WATER TOTAL	93,707.52-	.00
603-00001-10101	CHECKING	363,880.01-	276,102.05
603-00001-10105	CHECKING EL WF #600	.00	.00
603-00001-10106	CHECKING EL WF#601	.00	.00
603-00001-10107	CHECKING EL WF #602 RESTRICTED	.00	.00
603-00001-10200	SD FIT ELECTRIC	70.57	552,084.78
603-00001-10400	UNRESTRICTED QUOIN	301.69	104,829.57

**BALANCE SHEET**  
CALENDAR 12/2025, FISCAL 12/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
603-00001-10401	UNRESTRICTED ABT	31.44	45,033.32
603-00001-10502	QUOIN CD	.00	719,818.84
603-00001-10504	ABT CD	.00	.00
603-00001-10701	RESTRICTED ABT	.00	.00
603-00001-10731	RESTRICTED BOND 2010	.00	.00
603-00001-10732	RESTRICTED BOND 2020	.00	68,748.75
	<b>TOTAL ASSETS</b>	<b>363,476.31</b>	<b>1,766,617.31</b>
603-00002-20200	ACCOUNTS PAYABLE	.00	.00
603-00002-21700	STATE SALES TAX	728.76	610.57
603-00002-21701	FEDERAL W/H PAYABLE	.00	.00
603-00002-21702	FICA W/H PAYABLE	.00	.00
603-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
603-00002-21902	INS W/H PAYABLE	.00	.00
603-00002-21909	OTHER W/H PAYABLE	.00	.00
603-00002-22000	UTILITY DEPOSITS	100.00	780.00
603-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	68,748.75
603-00003-25390	UNRESTRICTED NET POSITION	140,232.87	1,696,477.99
603-00003-27200	NET POSITION RESTRICTED FOR EQ	.00	.00
	<b>TOTAL LIABILITIES</b>	<b>141,061.63</b>	<b>1,766,617.31</b>
	<b>ELECTRIC TOTAL</b>	<b>504,537.94</b>	<b>.00</b>
604-00001-10101	CHECKING	29,988.32	558,493.64
604-00001-10400	UNRESTRICTED QUOIN	2.38	1,367.80
604-00001-10401	UNRESTRICTED ABT	.04	63.18
604-00001-10502	QUOIN CD	.00	160,000.00
604-00001-10504	ABT CD	.00	350,000.00
604-00001-10700	RESTRICTED BOND 2016	.00	.00
604-00001-10701	RESTRICTED ABT	.00	.00
604-00001-10702	RESTRICTED BOND 2017	.00	.00
604-00001-10703	RESTRICTED BOND 2020	.00	.00
	<b>TOTAL ASSETS</b>	<b>29,990.74</b>	<b>1,069,924.62</b>
604-00002-20200	ACCOUNTS PAYABLE	.00	.00
604-00002-21700	STATE SALES TAX	.00	.00
604-00002-21701	FEDERAL W/H PAYABLE	.00	.00
604-00002-21702	FICA W/H PAYABLE	.00	.00
604-00002-21901	RETIREMENT W/H PAYABLE	.00	.00
604-00002-21902	INS W/H PAYABLE	.00	.00
604-00002-21909	OTHER W/H PAYABLE	.00	.00
604-00003-25321	RESTRICTED FOR DEBT SERVICE	.00	153,926.86
604-00003-25390	UNRESTRICTED NET POSITION	79,663.05	915,997.76
	<b>TOTAL LIABILITIES</b>	<b>79,663.05</b>	<b>1,069,924.62</b>

**BALANCE SHEET**  
**CALENDAR 12/2025, FISCAL 12/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
	SEWER TOTAL	49,672.31-	.00
	Report Total	823,992.27-	.00

**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2025, FISCAL 12/2025**
**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TAXES TOTAL	121,507.37	1,562,151.06	1,583,500.00	21,348.94
	LICENSES AND PERMITS TOTAL	70.00	7,915.00	7,550.00	365.00-
	FEDERAL GRANTS TOTAL	.00	4,590.23	.00	4,590.23-
	STATE GRANTS TOTAL	.00	.00	.00	.00
	STATE SHARED REVENUE TOTAL	1,905.08	117,603.10	116,400.00	1,203.10-
	COUNTY REVENUES TOTAL	520.30	26,639.99	26,900.00	260.01
	CHARGES FOR GOODS & SERV TOTA	494.20	7,581.36	7,200.00	381.36-
	REC FACILITY FEES TOTAL	.00	24,558.52	23,300.00	1,258.52-
	FINES AND FORFEITS TOTAL	25.00	65.00	.00	65.00-
	MISCELLANEOUS REVENUES TOTAL	2,628.43	159,776.44	83,300.00	76,476.44-
	OTHER SOURCES TOTAL	.00	25,886.02	3,710.95	22,175.07-
	TOTAL REVENUE	127,150.38	1,936,766.72	1,851,860.95	84,905.77-
	COUNCIL TOTAL	3,803.16	44,939.23	47,450.00	2,510.77
	CONTINGENCY TOTAL	.00	.00	12,665.00	12,665.00
	ELECTIONS TOTAL	.00	47.56	2,200.00	2,152.44
	ATTORNEY TOTAL	.00	2,037.00	10,000.00	7,963.00
	FINANCE TOTAL	10,327.57	116,318.68	118,415.00	2,096.32
	BUILDINGS TOTAL	1,454.24	28,483.05	30,320.00	1,836.95
	POLICE TOTAL	33,498.04	473,504.54	476,192.63	2,688.09
	FIRE TOTAL	835.14	23,247.96	40,950.00	17,702.04
	CODE ENFORCEMENT TOTAL	162.84	3,659.29	5,500.00	1,840.71
	CIVIL DEFENSE TOTAL	.00	.00	1,000.00	1,000.00
	STREET TOTAL	31,340.49	751,911.86	986,780.00	234,868.14
	AIRPORT TOTAL	3,110.39	21,687.19	32,000.00	10,312.81
	HEALTH & WELFARE TOTAL	169.69	7,407.54	8,050.00	642.46
	BALLPARK TOTAL	1,087.20	49,958.05	70,660.00	20,701.95
	POOL TOTAL	467.82	88,399.00	90,110.00	1,711.00
	PARK TOTAL	1,776.67	41,287.73	72,120.00	30,832.27
	ZONING TOTAL	34.45	176.71	200.00	23.29
	ECONOMIC DEVELOPMENT TOTAL	5,500.00	67,000.00	67,000.00	.00
	PROMOTION OF CITY TOTAL	51.00	1,904.73	1,910.00	5.27
	DEBT SERVICE TOTAL	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	20,000.00	20,000.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	93,618.70	1,721,970.12	2,093,522.63	371,552.51
	GENERAL TOTAL	33,531.68	214,796.60	241,661.68-	456,458.28-
	TAXES TOTAL	5,921.24	54,559.75	55,000.00	440.25
	MISCELLANEOUS REVENUES TOTAL	.00	1,931.30	300.00	1,631.30-
	TOTAL REVENUE	5,921.24	56,491.05	55,300.00	1,191.05-
	POOL TOTAL	.00	.00	10,000.00	10,000.00
	ECONOMIC DEVELOPMENT TOTAL	3,137.28	41,397.57	44,000.00	2,602.43

211

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
211	TOTAL EXPENSES	3,137.28	41,397.57	54,000.00	12,602.43
	GROSS RECEIPTS TAX FUND TOTAL	2,783.96	15,093.48	1,300.00	13,793.48-
	OTHER SOURCES TOTAL	16,497.00	108,937.84	1,006,250.00	897,312.16
	OTHER SOURCES TOTAL	.00	4.00	.00	4.00-
	TOTAL REVENUE	16,497.00	108,941.84	1,006,250.00	897,308.16
501	AIRPORT TOTAL	27,592.95	137,537.73	1,040,000.00	902,462.27
	POOL TOTAL	.00	.00	.00	.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	27,592.95	137,537.73	1,040,000.00	902,462.27
	CAPITAL IMPROVEMENT TOTAL	11,095.95-	28,595.89-	33,750.00-	5,154.11-
	WATER TOTAL	162,241.56	3,351,566.19	3,681,119.30	329,553.11
	TOTAL REVENUE	162,241.56	3,351,566.19	3,681,119.30	329,553.11
	WATER TOTAL	112,106.93	3,207,724.04	3,347,687.70	139,963.66
	TOTAL EXPENSES	112,106.93	3,207,724.04	3,347,687.70	139,963.66
	WATER TOTAL	50,134.63	143,842.15	333,431.60	189,589.45
	ELECTRIC TOTAL	173,209.40	2,414,694.07	2,470,600.00	55,905.93
	TOTAL REVENUE	173,209.40	2,414,694.07	2,470,600.00	55,905.93
	ELECTRIC TOTAL	537,514.47	2,274,461.20	2,397,791.00	123,329.80
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	537,514.47	2,274,461.20	2,397,791.00	123,329.80
	ELECTRIC TOTAL	364,305.07-	140,232.87	72,809.00	67,423.87-
	SEWER TOTAL	63,264.81	1,049,507.36	1,042,879.28	6,628.08-
	TOTAL REVENUE	63,264.81	1,049,507.36	1,042,879.28	6,628.08-
	SEWER TOTAL	33,274.07	969,844.31	1,022,764.87	52,920.56

**REVENUE & EXPENSE REPORT**  
CALENDAR 12/2025, FISCAL 12/2025

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	33,274.07	969,844.31	1,022,764.87	52,920.56
	SEWER TOTAL	29,990.74	79,663.05	20,114.41	59,548.64
	TOTAL PROFIT/LOSS:	258,960.01-	565,032.26	152,243.33	412,788.93-

Wed Jan 7, 2026 1:32 PM

**BANK CASH REPORT**  
2025

CD's + Investments

BANK NAME FUND GL	NAME NAME	Maturity Date APY %	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSEMENTS	DECEMBER CASH BALANCE	Amount at Maturity	DEC BANK BALANCE
<b>QUOIN CD</b>								
BANK	QUOIN CD							1,507,286.09
101	QUOIN CD	09/25/2026 4.35%	600,000.00	0.00	0.00	600,000.00	625,275.00	
211	QUOIN CD	09/25/2026 4.35%	27,467.25	0.00	0.00	27,467.25	28,761.00	
602	QUOIN CD	09/25/2026 4.35%	0.00	0.00	0.00	0.00	680,631.25	
603	QUOIN CD	10/19/2026 3.85%	719,818.84	0.00	0.00	719,818.84	72,730.87	
604	QUOIN CD	09/25/2026 4.35%	160,000.00	0.00	0.00	160,000.00	187,540.00	
<b>QUOIN CD TOTALS</b>			1,507,286.09	0.00	0.00	1,507,286.09	1,574,938.12	1,507,286.09
<b>SD FIT</b>								
BANK	SD FIT	18 mo. fixed - US Treasury		Earning monthly dividends on GCR (Government Cash Reserve Fund)				1,104,149.17
101	SD FIT GENERAL	09/15/2026 3.938%	551,993.82	70.57	0.00	552,064.39	559,346.00 + Dividends	
603	SD FIT ELECTRIC	09/15/2026 3.935%	552,014.21	70.57	0.00	552,084.78	559,343.87 + Dividends	
<b>SD FIT TOTALS</b>			1,104,008.03	141.14	0.00	1,104,149.17		1,104,149.17
<b>ABT CDs</b>								
BANK	ABT CDs							1,260,000.00
101	ABT CD	02/26/2026 4.10%	680,000.00	0.00	0.00	680,000.00	18,860.00	
602	ABT CD	02/27/2026 4.35%	230,000.00	0.00	0.00	230,000.00	9,570.00	
603	ABT CD	02/26/2026 4.10%	0.00	0.00	0.00	0.00	9,430.00	
604	ABT CD	02/26/2026 4.10% 08/27/2026 4.35%	350,000.00	0.00	0.00	350,000.00	10,250.00 4,350.00	
<b>ABT CDs TOTALS</b>			1,260,000.00	0.00	0.00	1,260,000.00	52,460.00	1,260,000.00
<b>TOTAL OF ALL BANKS</b>								
			3,871,294.12	141.14	0.00	3,871,435.26		3,871,435.26

Prepared by:  
City of Miller  
120 W 2<sup>nd</sup> St  
Miller SD 57362  
605-853-2705

**RESOLUTION NO. 2026-4**

*The City of Miller is an equal-opportunity employer.*

A RESOLUTION OF INTENT TO CONVEY TO MILLER SCHOOL DISTRICT 29-4 W. 30' OF S. 700 OF N. 740' OF THE NE1/4SW1/4, OF SECTION ELEVEN (11) IN TOWNSHIP ONE HUNDRED TWELVE (112) NORTH, RANGE SIXTY-EIGHT (68), WEST OF THE 5<sup>TH</sup> P.M., EXCEPT THE S. 29.84' (PART OF THE STREET BY THE FOOTBALL FIELD), TO THE CITY OF MILLER, HAND COUNTY, STATE OF SOUTH DAKOTA, SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.

WHEREAS, the City of Miller desires to convey to the Miller School District 29-4 the following described property:

W. 30' of S. 700 of N. 740' of the NE1/4SW1/4, of Section Eleven (11) in Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5<sup>th</sup> P.M., except the S. 29.84' (part of the street by the football field), to the City of Miller, Hand County, State of South Dakota, subject to easements and reservations of record.

WHEREAS, pursuant to the authority vested in it by and in accordance with SDCL 9-27-29 the City of Miller desires to convey to the Miller School District 29-4 the above described real property to be used by the Miller School District 29-4 for school purposes; and

WHEREAS, the transfer of said real property is in the best interest of the public; and

NOW, THEREFORE, PURSUANT TO SDCL 9-27-29, BE IT RESOLVED that the City Council of the City of Miller, South Dakota hereby approves this Resolution of Intent to Convey Certain Real Property.

SECTION 1: The City of Miller does hereby convey the real property legally described above by quit claim deed to the Miller School District 29-4, subject to the Grantor reserving a perpetual easement for ingress and egress and for the maintenance and repair for all utilities including but not limited to underground electrical lines and water lines for the above described property.

SECTION 2: The said conveyance of real property is made by the City of Miller to the Miller School District 29-4 upon payment of nominal consideration in the amount of One Dollar (\$1.00) being provided by the Miller School District 29-4.

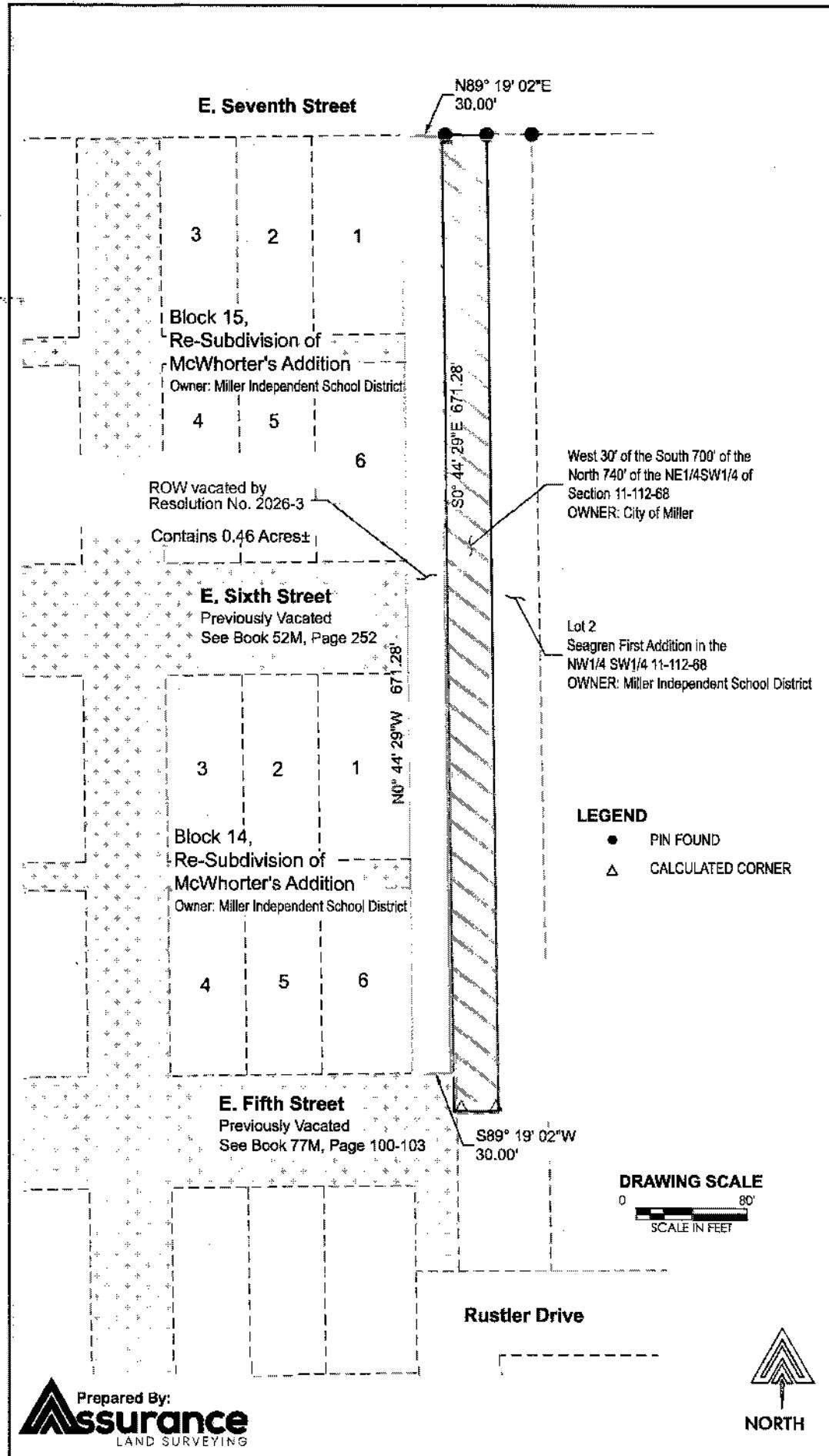
SECTION 3: The Mayor is hereby authorized and directed to sign the quit claim deed for the certain real property conveyed herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF MILLER

By: \_\_\_\_\_  
Tom McGough  
Its: Mayor

# Exhibit



**RESOLUTION NO. 2026-5**  
*The City of Miller is an equal-opportunity employer.*

**A RESOLUTION ADOPTING THE HAND COUNTY HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Miller, South Dakota, recognizes the threat that natural hazards pose to people and property within the community; and

**WHEREAS**, participation in hazard mitigation planning activities allows the community to identify vulnerabilities and strategies to reduce future risks; and

**WHEREAS**, an approved and adopted hazard mitigation plan is a prerequisite for receiving certain types of federal mitigation funding; and

**WHEREAS**, the City of Miller participated in the development of the Hand County Hazard Mitigation Plan, which has now been approved by FEMA; and

**WHEREAS**, the Plan recommends hazard mitigation actions that will benefit the City of Miller by reducing potential losses from future hazard events;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Miller, South Dakota, hereby adopts the Hand County Hazard Mitigation Plan as the community's official hazard mitigation plan.

DATED this 20<sup>th</sup> day of January, 2026.

---

V. Thomas McGough, Mayor

ATTEST:

---

Cindy Deuter, Finance Officer

*Seal*

## CERTIFICATE OF SUBSTANTIAL COMPLETION

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

Engineer's Project No.: **16085**

This Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

October 21, 2025

## Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's

responsibilities:

 None As follows:

Amendments to

Contractor's responsibilities:

 None As follows:The following documents are attached to and made a part of this Certificate: **Punch List Dated October 23, 2025.**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

## EXECUTED BY ENGINEER:

By: Conrad Holz, PE  
 (Authorized signature)

Title: Project Engineer

Date: 1/5/26

## RECEIVED:

Owner (Authorized Signature)

Title: Mayor

Date:

## RECEIVED:

Contractor (Authorized Signature)

Title: Owner

Date: 11/10/25

## **Miller Phase 4 Utilities**

**October 23, 2025**

### **Punch list**

1. Sweep sidewalks on Broadway Avenue between 5<sup>th</sup> and 7<sup>th</sup> Street.
2. Remove topsoil from concrete steps to House 617 North Broadway Avenue.
3. Remove top valve box abandoned at intersection of Broadway Avenue/SD HWY 45 and 5<sup>th</sup> Street. Fill with sand and place 8" depth concrete at surface.
4. Cleanup curb and gutters on West 7<sup>th</sup> Street.
5. Add gravel at STA 85+50 on West 7<sup>th</sup> Street, blend gravel to asphalt edge.
6. Connect tracer wire to tracer wire access boxes at new fire hydrants (3) on Parkview Drive/Place and (1) at SW intersection of East 4<sup>th</sup> Street and East 5<sup>th</sup> Avenue.
7. Remove stockpile of topsoil at STA 11+50 right on Parkview Drive.
8. Smooth disturbed area at STA 18+75 right on Parkview Drive.
9. Add gravel to service area to House 1505 Parkview Place, STA 19+95 left.
10. Add gravel surfacing as needed on Parkview Drive/Place gravel streets.
11. Add hydrant flag to new fire hydrant installed near Dew Drop Inn Motel on the North side of US HWY 14.
12. Cleanup pipe and parts stockpile area at City Lot South of railroad tracks and East of Broadway Avenue.
13. Cleanup lot East of Agtegra Lot South of railroad tracks and East of Broadway Avenue.

The above listing is not to be considered all-inclusive. Additional items may be added to the above listing as noted and as deemed to be appropriate.

Independent Contractor Agreement

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

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

  - 2.1 Ordinance Review.** Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.
  - 2.2 Inspection.** Contractor will inspect properties located within the City's corporate limits and boundary areas to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: proper maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring any residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.
  - 2.3 Assistance With Violations.** Contractor shall document the violation through photographs and written reports and keep a file on properties which have property
- 3. COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.
- 4. COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 85.00 per hour, which is in addition to mileage (at \$ .67/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.
- 5. NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.
- 6. TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.
- 7. TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:

  - 7.1 Generally.** This Agreement may be terminated by either party hereto upon sixty (60) days written notice.
  - 7.2 Expiration of Term of Contract.** This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.
- 8. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.
- 9. INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Code Enforcement Specialists, L.L.C. ("Contractor")

Dated: \_\_\_\_\_

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

City of \_\_\_\_\_, a Municipal Corporation

BY: Authorized Client Signature / Title

Print Name

Mailing Address:

City/State/Zip Code:

**Ginny's Safe House**

(605)302-0166

1015 S Main St

Po Box 347

Redfield, SD 57469

**To the City of Miller,**

On behalf of Ginny's Safe House, we extend our heartfelt thanks for your generous donation. Your support is more than a gift—it's a powerful affirmation of our shared commitment to safety, dignity, and hope for survivors in our community.

Your contribution helps us provide essential resources, compassionate care, and a welcoming space where healing begins. With your help, we continue to uplift voices that have long gone unheard and build a future rooted in resilience and empowerment.

Thank you for standing with us. Together, we're making a difference—one life, one story, one safe place at a time.

**With gratitude,**  
**Ginny's Safe House Staff**  
**Robin Harty**  
**Andrea Logan**  
**Deb Mahnke**



**Ginny's Safe House providing safety, creating hope. Serving Faulk, Hand & Spink counties.**