

**AGENDA  
CITY OF MILLER  
MONDAY, JUNE 15, 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**

**Oath of Office  
Election of President & Vice President  
Board of Conduct..... pgs. 4 - 5**

**New Business**

1. Brett Runge – Outlaw Ball Association – improvements
2. Ron Hoftiezer – DOT 1995 dump truck – \$8,000.....pg. 6
3. Resolution No. 2026-10 – surplus meters and pickup box.....pg. 7
4. SPN agreement – engineer water line due to SD DOT conflict ..... pgs. 8 - 15
5. Building Permits:
  - a. Levi Stoddard – fence @ 305 W 5<sup>th</sup> Ave. (*contingent upon signed easement agreement*)
  - b. Carol Harvey – deck @ 826 E 3<sup>rd</sup> Ave.

**Executive Session**

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

**New Business cont'd.**

6. Hire as needed lifeguard

**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  
JUNE 1, 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, June 1, 2026.

**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 Auch, seconded by Alderman Hargens to approve the agenda. All members voted aye. Motion carried.

**MINUTES:** Motion by Alderwoman Hargens, seconded by Alderman Hargens to approve the minutes for the regular meeting held on May 18, 2026. All members voted aye. Motion carried.

**Public Input:** Mayor McGough reminded motorists to keep an eye out for school-aged kids riding around town on bicycles this summer.

**Department Head Reports**

Mayor McGough noted to Ron Hoftiezer that the campground area looks good with the newly laid gravel. As a reminder, Mayor McGough stated that the citywide cleanup is on June 11 and 12. Ron stated that the Hand County Rubble site's free weekend is on June 11-13. The flyer that lists acceptable and unacceptable items is published in *The Miller Press* and posted on the city's Facebook page. Terry Manning confirmed that the chemical for the water in the pool arrived on Friday. The pool will open this week after the lifeguards have all been properly trained.

**NEW BUSINESS**

**Stray cats:** Alderman Gab reported receiving several calls over the past few weeks regarding issues with stray cats within the city. In some neighborhoods, residents have reported as many as 10 or more cats congregating in a single yard. Concerns include cats climbing on vehicles, entering garages, and spraying near homes. Alderman Gab encouraged pet owners to ensure their cats are properly identified with collars and licensed annually. Alderman Price also noted that the City's animal ordinance is in effect and will be more strictly enforced moving forward.

**Infotech Solutions – quotes:** 2 quotes were presented from Infotech Solutions, Inc. to migrate the city's data and emails to the government cloud and for the licensing required to do so. Both quotes will be funded by SecureSD until the funds for that program are gone at which time, Mike Waldner's team with DSU will reevaluate the need for funding going forward. Motion by Alderman Hargens, seconded by Alderman Auch to approve quote 6620 from Infotech Solutions, Inc. for annual licensing for \$14,172.00. All members voted aye. Motion carried. Motion by Alderman Gab, seconded by Alderwoman Hargens to approve quote 6621 from Infotech Solutions, Inc. for migrating the city's emails and data for \$5,400.00. All members voted aye. Motion carried. City emails will be changed to a ".gov" domain.

**Micro-Comm – renew service contract:** Motion by Alderman Gab, seconded by Alderman Auch to approve renewal of the annual service contract with Micro-Comm, Inc. for the water and sewer department's telemetry system for \$4,900.00. All members voted aye. Motion carried.

**Helms & Associates invoices:** Helms & Associates submitted 2 invoices: 38468 in the amount of \$153.71 for project coordination on the airport taxiway reconstruction & access road project and 38478 in the amount of \$2,567.83 for the AWOS-III-P project for bidding. Motion by Alderwoman Hargens, seconded by Alderman Hargens to approve payment of Helms & Associates invoices 38468 and 38478 for a total of \$2,721.54. All members voted aye. Motion carried.

**Building Permits:** Motion by Alderman Price, seconded by Alderman Gab to approve the following building permits: Rusty VanDerWerff – addition to house at 418 W 4<sup>th</sup> Ave and Eric Norden – shed at 524 W 7<sup>th</sup> St. All members voted aye, Alderwoman Hargens and Alderman Jones abstained for VanDerWerff’s addition to their house. Motion carried. Dustin Graham clarified that Herron’s building permit application for a shed complies with the setbacks in city code. Motion by Alderman Price, seconded by Alderman Jones to approve a building permit for Leslie Herron – shed at 619 E 2<sup>nd</sup> Ave. All members voted aye. Motion carried.

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

**Department Head Reports *cont’d.*** Mayor McGough circled back to the finance office report due to having a few minutes of time before the public hearing. He reviewed Alderman Jones’s previous question about publicizing the names of those customers in bad debt. Due to legal and privacy constraints in South Dakota law, publishing a list of names for general public knowledge likely violates privacy standards and debt collection regulations. Public notice requirements for things like delinquent property taxes are required to be published in legal newspapers, which makes them public record. This is different from publishing a general list of all utility or city service accounts in collections.

**PUBLIC HEARING**

**7:30 Board of Adjustments – Variance:** Mayor McGough temporarily adjourned the board as the common council and convened as the board of adjustments at the published time of 7:30 p.m. Levi Stoddard was not present but has requested a variance to build a fence on the south side of his property at 305 W 5<sup>th</sup> Ave. No individuals opposed to or in support of the variance were present. Ron Hoftiezer, street superintendent, is okay with the fence if it does not interfere with drainage. Motion by Alderman Hargens, seconded by Alderman Jones to grant Levi’s request for a variance to allow Stoddard to build a fence closer to and beyond the lot line than allowed by City Code. An easement agreement needs to be signed. All members voted aye. Motion carried. Mayor McGough reconvened the board back to the common council at 7:32 p.m.

Motion by Alderman Price, seconded by Alderman Gab to adjourn the meeting. There being no further business, the meeting was adjourned at 7:32 p.m. All members voted aye. Motion carried.

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Tom McGough, Mayor

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Cindy Deuter, Finance Officer

**LEGAL NOTICE OF RECEIPT**

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

**Bills June 2026 (1)**

Adams Building Center	Supplies	1,555.12
American Bank & Trust	Fee	15.00
American Solutions	Supplies	295.04
Bds	Garbage	400.00
Border States	Supplies	191.38
City Utilities	Utilities	10,013.37
Donlin Building	Supplies	260.88
First Bank & Trust	Loans	412,492.51
Fischer Plumbing	Supplies	53.55
Dan Fritzsche	Reimb.	19.00
Helms	Prof Fees	2,721.54
Mcleod's Printing	Supplies	245.12
Micro-Comm	Prof Fees	5,300.00
Milbank Winwater	Supplies	1,716.45
Northwest Pipe	Supplies	756.84
Ohed	80% Bbb	3,149.78
Postmaster	Presort Permit #2	425.00
Sd Phl	Water Samples	40.00
Servall	Service	145.42
Share Corp	Supplies	2,134.08
Uline	Dispenser	249.41
Vandiest	Supplies	237.50
Wesco	Sub Assem	2,808.00
Wilbur-Ellis	Supplies	107.63
	Accounts Payable Total	<u>\$445,332.62</u>

**Payroll Salary plus**

**Benefits by Department:**

		5/29/2026		
Department		w/o OT	OT	Total
41101	COUNCIL	2,831.20	0.00	2,831.20
41902	BUILDING	288.70	0.00	288.70
		<u>\$3,119.90</u>	<u>\$0.00</u>	<u>\$3,119.90</u>

Approved and passed by the City Council on June 22, 2022:

**Council Code of Conduct:** Motion by Alderwoman Hargens, seconded by Alderwoman Lichty to approve the Council Code of Conduct. Roll call vote: Alderwoman Hargens – aye, Alderwoman Lichty – aye, Alderman Wetz – absent, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

## **City of Miller Board Conduct and Obligations**

*All elected Board Members have a responsibility to conduct themselves in a manner befitting the position. Each Board Member must remember that their first priority is to act in the best interest of the City of Miller and to not let personal prejudice, history, or bias affect decisions made as a City Council Member.*

### **1. POLICY STATEMENT**

- 1) This Code of Conduct is a public declaration of the principles of good conduct and standards of behavior that Elected Members of the City of Miller are committed to demonstrate in the performance of their responsibilities as community representatives.
- 2) The principles and standards in the Code of Conduct are in addition to the requirements of any other relevant Regulations.

### **2. PRINCIPLES**

- 1) Council members will seek to achieve a team approach when dealing with staff and the Board, and they will seek to achieve an environment of mutual respect and trust. They shall establish a working relationship with fellow Members that recognizes and respects the diversity of opinions and seeks to achieve the best possible outcomes for the community.
- 2) Council members will treat City Staff with respect and tolerance of their different roles in achieving the Board Objectives. They will ensure that their behaviors are not and cannot be interpreted to constitute bullying and/or harassment.
- 3) Council Members must act with honesty and integrity and conduct themselves in a way that generates community trust and confidence in them as individuals, and which enhances the role and image of the Board and local Government generally.
- 4) Council Members will be fair, reasonable, just, non-discriminatory, and honest in their dealings with individuals and organizations and behave in a manner that facilitates constructive communication between the Board and the community.
- 5) Council Members will not make improper use of information acquired or make improper use of their position as a Member of the Board.
- 6) Council Members are expected to show commitment by completing the specified training courses and updating as needed. Council members will discharge their duties conscientiously and to the best of their abilities. In a fair, honest, and respectable manner in accordance with local, state, and federal law.
- 7) Information provided to or obtained by a Council Member in the course of his or her duties is to be respected for its confidentiality and used in a careful and prudent manner consistent with the nature of that information.
- 8) Council Members must have due regard to the laws dealing with conflict of interest in relation to all their duties and behaviors and exercise the highest level of integrity expected of people holding public office.

Approved and passed by the City Council on June 22, 2022:

**Council Code of Conduct:** Motion by Alderwoman Hargens, seconded by Alderwoman Lichty to approve the Council Code of Conduct. Roll call vote: Alderwoman Hargens – aye, Alderwoman Lichty – aye, Alderman Wetz – absent, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

### 3. DEFINITIONS

**Harassment** is unlawful. It is usually based on a real or perceived difference such as race, sex, or disability. It may lead to the person who is being harassed feeling offended, humiliated, intimidated, or being disadvantaged. Harassment consists of unwelcome, offensive, abusive, belittling, or threatening behavior directed at another person.

**Bullying** is a form of harassment and is not acceptable. Bullying results from treating another person in a less favorable way by intimidatory, offensive, degrading, or humiliating behavior. Bullying may be an offence under the Occupational Health Safety and Welfare Act (1986) and may result in serious penalties.

### 4. PROCEDURES

- 1) Packets containing information to be discussed at the next scheduled meeting will be available by 5:00 p.m. the Friday before each meeting. Members are encouraged to receive their agendas and packets via email; however, paper versions are available and delivered by the Miller Police Department. This allows each Councilor sufficient time to review the information and investigate any questions or concerns before the meeting thus allowing meetings to progress smoothly, efficiently, and quickly.
- 2) Meetings shall begin promptly at the specified hour.
- 3) Meetings are to be conducted in accordance with Robert's Rules of Order. Although our city is small and informal, order must be maintained to ensure all actions will be supported by law. Outbursts, inflammatory comments, and personal attacks will not be tolerated by anyone in attendance at any meeting.
- 4) Many actions taken by a governing body require not just a majority vote of the quorum but a majority vote of *all* the elected officials. Not having the appropriate number of Councilors in attendance at any meeting affects the efficient functioning of the entire community.
- 5) Committee appointments ensure all areas of the City's business receive proper attention. It is the appointee's responsibility to be knowledgeable of the happenings of and fulfill their obligations to their respective committees and to report applicable information at meetings.
- 6) No person (Council Member, Employee, Citizen, or Committee member) under the influence of drugs or alcohol may, at any time, enter City property to conduct City business.

Council members are accountable to the Board and the community for compliance with this Code of Conduct.

- A complaint alleging a breach of the Code of Conduct must be made in writing by any person and, subject to clauses of this Code, must be investigated by the Board.
- The complaint must identify the provision(s) of the Code which it alleges have been breached and provide all evidence available to support the allegation.



## 1995 INTERNATIONAL SINGLE AXLE TRUCK DF292

1995 INTERNATIONAL SINGLE AXLE TRUCK DF292

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**1995 INTERNATIONAL  
SINGLE AXLE TRUCK DF292**

**\$8,000.00**

**RESOLUTION NO. 2026-10**

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

**BE IT RESOLVED AS FOLLOWS:**

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

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

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

**Water Department**

2022 white 8' pickup box (Chevy ¾ ton)

**Electric Department**

Electric meters as listed below:

(918) 2

(60) 9S

(20) 16S

(23) 4S

(1) 12S

(3) 36S

(1) 3S

Dated this 15<sup>th</sup> day of June 2026.

\_\_\_\_\_  
Tom McGough, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Cindy Deuter, Finance Officer

June 9, 2026

Tom McGough, Mayor  
City of Miller  
120 West 2<sup>nd</sup> Street  
Miller SD 57362

RE: Agreement for Civil Engineering Services  
Relocate Water Main for SDDOT Conflicts  
Miller, South Dakota

Dear Mayor McGough:

The firm of Schmucker, Paul, Nohr and Associates is offering the following Proposal / Letter of Agreement for professional services to be rendered for the civil engineering design and limited construction services for the relocation of water main, due to conflicts with the SDDOT Highway 45 project in Miller, South Dakota, hereinafter referred to as the Project.

If accepted, this document will serve as a Letter of Agreement for engineering services between the City of Miller, hereinafter referred to as Client, and Schmucker, Paul, Nohr & Associates, hereinafter referred to as SPN, for the services as described in the following Scope of Work.

**Scope of Work:** SPN will perform professional engineering services, serve as your professional civil engineering representative and provide professional civil engineering consultation and advice as requested (verbally or in writing) by you or another official representative as designated by the Client in connection with the Project. Specifically, the scope of services that we would intend to provide in connection with this Project includes the following:

**Design Phase Services**

1. SPN will complete the design and preparation of plans and specifications for the construction necessary for the project. Plans and specifications will be submitted to the Client for review and approval.
2. SPN will assist the Client in applying for any permits necessary for the project.

**Bidding/Negotiation Phase**

1. SPN will assist the Client in obtaining bids or negotiating bid proposals for construction, materials, equipment and services. The services shall include, but not be limited to: a) distributing plans and specifications and bidding documents to prospective bidders; b) maintaining a record of prospective bidders to whom bidding documents have been issued; and c) receiving bids, preparing tabulation of bids and assisting the Client in analyzing bids and proposals.
2. SPN will assist the Client with the assembly and execution of the Construction Contract Documents as requested by the Client.

**Construction Phase**

1. During the Construction Phase of the Project, SPN will:
  - a. Act as the Client's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. SPN will issue the Client's authorized instructions to the Contractor(s) and have the authority to act on behalf of the Client to the extent provided in the Construction Contract Documents except as otherwise agreed upon in writing between the Client and SPN.
  - b. Review and approve or take other appropriate action with respect to Shop Drawings, samples, and other required Contractor submittals, but only for conformance with the Drawings and the Specifications.
  - c. Provide an on-site representative to assist in observing progress and quality of the Work. The on-site representative may provide full-time representation or may provide representation to a lesser degree depending on the work that is occurring. The on-site representative's observations of the Work, including field tests of installed materials and equipment, shall endeavor to provide further protection for Client against defects and deficiencies in the Work.
  - d. Make periodic visits to the Project site at intervals appropriate to the various stages of the construction, as SPN deems necessary, to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. Such visits and observations by SPN are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to SPN in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on SPN's exercise of

professional judgment as assisted by the on-site representative. The purpose of SPN's visits to the site will be to enable SPN to better carry out the duties and responsibilities assigned to and undertaken by SPN during the Construction Phase and, in addition, by exercise of SPN's efforts as an experienced and qualified design professional, to provide the Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).

- e. Not, during such periodic visits or as a result of observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall SPN have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions or programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, SPN shall neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- f. Review the Contractor's request(s) for payment, and based upon our on-site observations and analysis, as an experienced and qualified design professional, SPN shall: a) advise the Client as to SPN's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request; b) issue, for processing by the Client, an application for payment in the amount owed to the Contractor; c) not be deemed to have represented by the issuance of the application for payment that observations made by SPN to check the quality or quantity of contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to SPN in this Agreement and the Contract Documents; and d) not be deemed to have represented by the issuance of the application for payment that SPN has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- g. Act as initial interpreter of the requirements of the Contract Documents and judge of acceptability of the work and make decisions and recommendations to the Client on all claims relating to the execution and progress of the construction work. SPN's decisions in matters relating to SPN's design shall be final. SPN shall not be held liable for the results of any such interpretations or decisions rendered in good faith.
- h. On the basis of observations during visits to the Project sites, notify the Client of permanent work which: 1) is defective or does not conform to the result required in the Construction Contract; 2) will not produce a completed Project that will conform to the Contract Documents; or 3) will prejudice the integrity of the design concept of the completed Project. SPN will prepare a written report describing any apparent non-conforming or defective permanent work and make recommendations to the Client for its correction and, if necessary, rejection.
- i. Recommend and prepare Change Orders and Work Change directives as required for the Client's approval.

- j. Have, as the Client's representative, authority to require special inspections or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. Said review will be for the purpose of determining generally that their content complies with the requirement of, and the results certified indicate compliance with, the Contract Documents. SPN shall be entitled to rely on the results of such tests.
- k. Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that SPN may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and Contractor(s) that work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Agreement.
- l. Not be responsible for the acts of or defects or omissions in the work of the Contractor(s), or any subcontractor or supplier employees, or that of any other persons (except SPN's own employees and agents) or entities responsible for performing any of the work result as contained in the Construction Contract. Nothing contained in the paragraphs describing Construction Phase services shall be construed to release SPN from liability for failure to properly perform duties and responsibilities assumed and undertaken by SPN in this Agreement.
- m. Conduct a construction progress review related to the Contractor's date of completion; receive written guarantee and related data assembled by the Contractor; and issue to the Client an Application for Final Payment.
- n. Prepare and furnish Record Drawings to Client.

Specifically excluded from this Letter of Agreement is obtaining easements that may be required. If it becomes necessary for SPN to perform work pertaining to obtaining easements, an amendment to this Letter of Agreement will be negotiated at that time. Authorization by the Client will be obtained prior to beginning any such work.

The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.

SPN intends to render our services under this Letter of Agreement in accordance with generally accepted professional practices for the intended use of the Project. SPN makes no warranty either express or implied.

**Compensation:** By authorizing SPN to proceed with the Project, the Client agrees to compensate SPN for the services provided on the following:

1. The amount of compensation for the services as described in the **Design Phase** of the Scope of Work shall be a lump sum fee of **\$5,000**.
2. The amount of compensation for the services as described in the **Bidding/Negotiation Phase** of the Scope of Work shall be a lump sum fee of **\$2,500**.

3. Because SPN and the Client recognize the difficulty of estimating the required man-hours for the services described in the **Construction Phase** Scope of Work, it is hereby agreed and understood that a "fixed lump sum fee" has not been established for the work to be performed. The compensation for services described in the **Construction Phase** of the Scope of Work shall be on the basis of the hourly rates, plus reimbursable expenses in effect at the time the services are performed. For purposes of establishing a project budget, an amount of **\$13,500** has been estimated based on an estimated 5 days of construction requiring full-time observation.

The Client agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work as set forth above and performed as directed by the Client in connection with the project. The Client hereby agrees to compensate SPN for the actual costs incurred on the basis of the hourly rates and charges in effect at the time the services are performed.

Costs of independent consulting and testing services are not included in the above estimates and will, if deemed necessary and authorized by the Client, be invoiced at actual cost incurred plus an assumed risk fee of 10% of the incurred cost.

**Billings & Payments:** Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Invoices and billings submitted by SPN shall not be subject to the retainage or withholding provisions in any contract the Client may have with other parties.

**Client's Responsibilities:** The Client's representatives shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall furnish to SPN:

- a) All existing studies, reports, maps, plans, specifications and other available data, information and requirements pertinent to the Project.
- b) All such soils investigations and evaluations performed by a professional geotechnical engineer as may be required to design the civil site improvements.
- c) All laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project.
- d) All permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

The Client shall furnish above at the Client's expense and in such manner that SPN may rely upon them in the performance of our services under this Agreement.

The Client shall compensate SPN for services rendered under this Agreement.

**Site Access:** The Client shall obtain all ownership of property or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

**Dispute Resolution:** Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

**Indemnification:** To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

SPN is not nor shall it be considered to be a party to or subject to the conditions of any other agreement the Client may have with any other party in connection with this Project.

**Certifications:** SPN shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

**Limitation of Liability:** The Client and SPN have evaluated their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors, or omissions, such that the total aggregate liability of SPN to those named shall not exceed One Hundred Thousand Dollars (\$100,000) or SPN's total fee for services rendered on this Project, whichever is greater.

**General Conditions:** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**Termination of Services:** If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

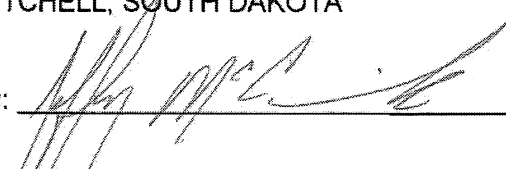
**Ownership of Documents:** All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by SPN for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting therefrom.

**Acceptance/Notice to Proceed:** By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MILLER  
MILLER, SOUTH DAKOTA

SPN AND ASSOCIATES INC  
MITCHELL, SOUTH DAKOTA

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Project Manager / Associate

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Estimated Costs  
 Miller DOT Conflicts  
 6/10/2026

Item	Description	Quantity	Unit Price	Total Price
1	Mobilization	1 LS	\$13,000.00	\$13,000.00
2	Remove Asphalt	11 SY	\$20.00	\$220.00
3	Remove and Salvage Gate Valve	1 EA	\$800.00	\$800.00
4	2" PE Water Service	20 LF	\$50.00	\$1,000.00
5	4" PVC Water Main	2 LF	\$60.00	\$120.00
6	6" PVC Water Main	18 LF	\$70.00	\$1,260.00
7	6" x 6" MJ Tee	1 EA	\$1,500.00	\$1,500.00
8	6" MJ 45 Bend	4 EA	\$900.00	\$3,600.00
9	6" MJ Plug	1 EA	\$500.00	\$500.00
10	4" Gate Valve with Box	1 EA	\$2,500.00	\$2,500.00
11	6" Gate Valve with Box	2 EA	\$3,000.00	\$6,000.00
12	Install Salvaged Gate Valve	1 EA	\$1,000.00	\$1,000.00
13	Connect to 4" Water Main	2 EA	\$1,100.00	\$2,200.00
14	Connect to 6" Water Main	6 EA	\$1,500.00	\$9,000.00
15	6" x 2" Saddle with Corp	1 EA	\$1,100.00	\$1,100.00
16	2" Curb Stop with Box	1 EA	\$1,400.00	\$1,400.00
17	Connect to 2" Pipe	1 EA	\$900.00	\$900.00
18	6" Asphalt Patch	1 LS	\$10,000.00	\$10,000.00
19	Gravel Base or Surfacing	5 TN	\$35.00	\$175.00
20	Seeding	100 SY	\$5.00	\$500.00
Subtotal Construction Cost				\$56,775.00
Contingencies (15%)				\$8,500.00
Total Construction Cost				\$65,275.00
Design Engineering				\$5,000.00
Engineering to Request Proposals				\$2,500.00
Construction Engineering				\$13,500.00
Total				\$86,275.00