

**AGENDA
CITY OF MILLER
MONDAY, MAY 5, 2014
7:00 P.M.**

Call to Order
Pledge of Allegiance
Approval of Minutes *pgs. 1-3*
Oath of Office – Returning Council Members
Oath of Office – Finance Officer & Chief of Police
Election of President and Vice President
Approval of Agenda
Public Input

8:00 – Public Hearing – Kludt Variance

New Business

1. Roxie Zacher – Baseball Association
2. Rhonda Rowen – Pool Pass for Wine Tasting
3. Joe Fiala – Council Room for Meetings
4. Sewer/Storm Sewer Bid Acceptance *pgs. 4-11*
5. Insurance Adjustments *pgs. 12-13*
6. Home/Yard Letters
7. Community Tree Inventory *pg. 14*
8. Building Permits – Barb & Tony Kludt – shed; Shon & Jessie Ford – deck; Larry & Janice Arbogast – addition; Trisha Teason, Hi-Lite – Remove shed, add awning
9. Drinking Water Certificates *pgs. 15-16*

Adjourn

Even if you fall on your face, you're still moving forward.
Victor Kiam

**CITY OF MILLER
CITY COUNCIL MEETING
APRIL 21, 2014**

The City Council met in regular session at City Hall at 7:00 p.m. on Monday, April 21, 2014.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen Tony Rangel, Joe Zeller, Jim Odegaard and Alderwoman Mary Johnson. Absent were Tom Winsell and Kristin Hargens.

CALL TO ORDER: Mayor Blachford called the meeting to order.

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard seconded by Alderman Zeller to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderwoman Johnson, seconded by Alderman Rangel to approve the minutes for the regular meeting held on April 7, 2014. All members voted aye. Motion carried.

APPROVAL OF BILLS: Motion by Alderman Odegaard seconded by Alderwoman Johnson to approve the bills. All members voted aye. Motion carried.

DEPARTMENT HEAD REPORTS

Street Department: Ron Hoftiezer, street superintendent, commented that the elementary school building is going down today. The street department will help haul the rubble beginning tomorrow based on the wind. The street department will also be assisting with a water leak behind the Qwest building. Ron will be going to Pierre next Tuesday to get the mosquito fogger checked. Motion by Alderman Rangel, seconded by Alderwoman Johnson for Ron to purchase a 2014 Chevy Silverado pickup for \$24,224.00 from Lamb Chevrolet. All members voted aye. Motion carried.

Electric Department: Bill Lewellen, electric supervisor, provided electric rate comparisons for all SD municipalities that provide electric service. Miller is one of the lowest in the state. Andy Koob, DGR, will do a final walk through of the new substation and the electric project will be officially complete. Midcontinent is burying their cable throughout town. As soon as they get their lines off of the poles, the electric department will begin removing any poles no longer used by the city as well as retiring the old wire and transformers.

Finance Office: Sheila Coss, finance officer, showed that sales tax was down for the month of March. The first month of utility billing went well considering the numerous phone calls received concerning the electric debt service that was split out from the electric rate. Rachel is starting her first month of processing utility bills on her own. I have been completing the annual reports necessary for the various loans.

Police Department: Shannon Speck, police chief, was not available; however, his submitted report stated that he attended a grant meeting in Pierre on March 27. Deputy Ames received his recertification for Taser training on April 1 and will be recertifying our other officers. The officers attended Tracs training at the courthouse to learn the software used for state reportable accidents.

NEW BUSINESS

Wade Schultz – Wilbur-Ellis Hangar Agreement: Motion by Alderwoman Johnson, seconded by Alderman Odegaard to approve a temporary lease with Wilbur-Ellis to operate their aerial spray business at the airport. They plan to build a new hangar or purchase an existing one by next spring. All members voted aye. Motion carried.

Toby Morris – Moody Investment Rating: Moody's Investment Agency is from New York and they have struggled with how to rate small town investments. When our bonds were issued the rating was set for 30 years; however, they need to perform reviews to make sure their investments are stable. The original rate study done to determine the correct debt service rates was difficult due to staff turnover in the finance office as well as the reports from the software. The bond coverage requires that the debt service collected is equal to 125% of the debt to be paid. We are currently at about 99%. We will need a slight increase in our debt surcharge beginning in July that will affect the average customer approximately \$1/month. We hope this will bring us back to an A-rating in one to two years. Toby stated that our electric rates are extremely low compared to the rest of South Dakota.

Joan Sivertsen - Sidewalk: Ms. Sivertsen stated that the sidewalk in front of her house is in rough shape. She would like to remove it and replace it with grass. The ordinances do not state that the sidewalk must be replaced. The council's consensus was to allow the removal of the sidewalk as there are no rules against it.

Dilapidated houses: Craig and Pam VanZee were present to ask what needs to be done with their house to bring it up to code or if it needs to be torn down. The ordinances state that the property needs to be livable and presentable. They would consider joining others that may be interested in house removal by a construction company to reduce the cost. Another home owner has picked up a building permit to remove his house and another one is considering selling or fixing up his property. One house owner did not pick up the certified letter so we will contact our attorney to find out how to proceed.

History of Water & Electric Rates: Bill Lewellen showed the cost of power and the rate we charged for the past ten years. We are operating on the same revenue/kwh that we were ten years ago. It helps that there have been no transfers from the utilities to the general fund for operating costs since 2009. James Bonebright provided a rate comparison of the water and sewer rates throughout the state.

Code Enforcement Conference: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve Mary Johnson's attendance at the Code Enforcement Conference on April 30 in Pierre. All members voted aye. Motion carried.

Second Reading of Ordinance #651 -Yard: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve the second reading of Ordinance #651 – Yard. Roll call vote: Alderwoman Hargens – absent, Alderwoman Johnson – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderman Winsell – absent, Alderman Zeller – aye. Motion carried.

Pay Request – Helms & Associates: Motion by Alderman Rangel, seconded by Alderwoman Johnson to approve a pay request to Helms & Associates: \$10,917.60 for the Miller Airport Runway Design. All members voted aye. Motion carried.

Memorandum for Destruction: Motion by Alderwoman Johnson, seconded by Alderman Zeller to approve the Memorandum of Destruction for the 2003 vouchers. All members voted aye. Motion carried.

Data Technologies – Spring Workshop: Motion by Alderwoman Johnson, seconded by Alderman Zeller to approve sending Cindy Deuter and Rachel Heezen to Le Mars, IA for the spring workshop May 13. All members voted aye. Motion carried.

Building Permits: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve building permits for On Hand Economic Development to remove the old elementary school; and, Raeco Builders to build a cold storage building for SD DOT. All members voted aye. Motion carried.

Hire Summer Help: Motion by Alderwoman Johnson, seconded by Alderman Rangel to approve the list of summer employees. All members voted aye. Motion carried.

Motion by Alderman Zeller, seconded by Alderwoman Johnson to adjourn the meeting. There being no further business, the meeting was adjourned at 8:29 p.m. All members voted aye. Motion carried.

Sheila Coss, Finance Officer

Ronald Blachford, Mayor

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
was received on: _____

Published once at the
approximate cost of: _____

Sanitary and Storm Sewer Televising
 Miller, South Dakota
 SPN #14141

Bid Date: April 22, 2014

Bid Schedule A: Sanitary Sewer Televising

Item	Description	Quantity	InfraTrack Inc PO Box 272 Worthing SD 57077		A-1 Sewer & Drain Inc 22497 Elk Vale Rd Rapid City SD 57701		Veit & Company Inc 14000 Veit Place Rogers MN 55374		Hydro-Klean LLC 333 NW 49th Place Des Moines IA 50313		Engineer's Estimate	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$19,600.00	\$19,600.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
2	Clean 8" VCP Sanitary Sewer	40,642 LF	\$0.65	\$26,417.30	\$0.70	\$28,449.40	\$1.15	\$46,738.30	\$0.93	\$37,797.06	\$0.60	\$24,385.20
3	Clean 8" Cast Iron Sanitary Sewer	1,264 LF	\$0.75	\$948.00	\$3.00	\$3,792.00	\$1.15	\$1,453.60	\$0.93	\$1,175.52	\$1.60	\$2,022.40
4	Clean 8" PVC Sanitary Sewer	9,046 LF	\$0.65	\$5,879.90	\$0.65	\$5,879.90	\$1.15	\$10,402.90	\$0.93	\$8,412.78	\$0.60	\$5,427.60
5	Clean 10" VCP Sanitary Sewer	677 LF	\$0.65	\$440.05	\$0.90	\$609.30	\$1.15	\$778.55	\$0.93	\$629.61	\$0.70	\$473.90
6	Clean 10" PVC Sanitary Sewer	916 LF	\$0.65	\$595.40	\$0.85	\$778.60	\$1.15	\$1,053.40	\$0.93	\$851.88	\$0.60	\$549.60
7	Clean 12" VCP Sanitary Sewer	894 LF	\$0.70	\$625.80	\$1.00	\$894.00	\$1.15	\$1,028.10	\$0.93	\$831.42	\$0.80	\$715.20
8	Clean 15" VCP Sanitary Sewer	642 LF	\$0.70	\$449.40	\$1.10	\$706.20	\$1.15	\$738.30	\$1.11	\$712.62	\$0.90	\$577.80
9	Clean 18" VCP Sanitary Sewer	15,009 LF	\$0.75	\$11,256.75	\$1.40	\$21,012.60	\$1.15	\$17,260.35	\$1.11	\$16,659.99	\$0.90	\$13,508.10
10	Clean 18" PVC Sanitary Sewer	2,703 LF	\$0.75	\$2,027.25	\$1.00	\$2,703.00	\$1.15	\$3,108.45	\$1.11	\$3,000.33	\$0.90	\$2,432.70
11	Clean 24" VCP Sanitary Sewer	1,048 LF	\$0.75	\$786.00	\$2.00	\$2,096.00	\$1.15	\$1,205.20	\$1.11	\$1,163.28	\$1.00	\$1,048.00
12	TV Inspect 8" VCP Sanitary Sewer	40,642 LF	\$0.65	\$26,417.30	\$0.65	\$26,417.30	\$0.75	\$30,481.50	\$0.97	\$39,422.74	\$0.40	\$16,256.80
13	TV Inspect 8" Cast Iron Sanitary	1,264 LF	\$0.65	\$821.60	\$0.65	\$821.60	\$0.75	\$948.00	\$0.97	\$1,226.08	\$0.40	\$505.60
14	TV Inspect 8" PVC Sanitary Sewer	9,046 LF	\$0.65	\$5,879.90	\$0.50	\$4,523.00	\$0.75	\$6,784.50	\$0.97	\$8,774.62	\$0.40	\$3,618.40
15	TV Inspect 10" VCP Sanitary Sewer	677 LF	\$0.65	\$440.05	\$0.65	\$440.05	\$0.75	\$507.75	\$0.97	\$656.69	\$0.40	\$270.80
16	TV Inspect 10" PVC Sanitary Sewer	916 LF	\$0.65	\$595.40	\$0.65	\$595.40	\$0.75	\$687.00	\$0.97	\$888.52	\$0.40	\$366.40
17	TV Inspect 12" VCP Sanitary Sewer	894 LF	\$0.65	\$581.10	\$0.65	\$581.10	\$0.75	\$670.50	\$0.97	\$867.18	\$0.40	\$357.60
18	TV Inspect 15" VCP Sanitary Sewer	642 LF	\$0.65	\$417.30	\$0.75	\$481.50	\$0.75	\$481.50	\$0.83	\$532.86	\$0.50	\$321.00
19	TV Inspect 18" VCP Sanitary Sewer	15,009 LF	\$0.65	\$9,755.85	\$0.75	\$11,256.75	\$0.75	\$11,256.75	\$0.83	\$12,457.47	\$0.50	\$7,504.50
20	TV Inspect 18" PVC Sanitary Sewer	2,703 LF	\$0.65	\$1,756.95	\$0.75	\$2,027.25	\$0.75	\$2,027.25	\$0.83	\$2,243.49	\$0.50	\$1,351.50
21	TV Inspect 24" VCP Sanitary Sewer	1,048 LF	\$0.65	\$681.20	\$1.00	\$1,048.00	\$0.75	\$786.00	\$0.83	\$869.84	\$0.60	\$628.80
22	Inspect Manholes	176 EA	\$50.00	\$8,800.00	\$40.00	\$7,040.00	\$25.00	\$4,400.00	\$75.00	\$13,200.00	\$40.00	\$7,040.00
23	Cut Sewer Obstructions	300 EA	\$45.00	\$13,500.00	\$50.00	\$15,000.00	\$100.00	\$30,000.00	\$50.00	\$15,000.00	\$50.00	\$15,000.00
Total Bid Schedule A				\$121,572.50		\$139,652.95		\$192,397.90		\$173,373.98		\$108,361.90

Sanitary and Storm Sewer Televising
Miller, South Dakota
SPN #14141

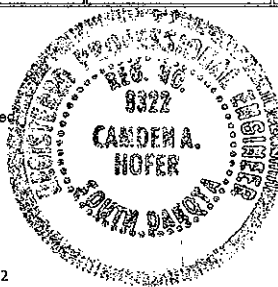
Bid Date: April 22, 2014

Bid Schedule B: Storm Sewer Televising

			InfraTrack Inc PO Box 272 Worthing SD 57077		A-1 Sewer & Drain Inc 22497 Elk Vale Rd Rapid City SD 57701		Veit & Company Inc 14000 Veit Place Rogers MN 55374		Hydro-Klean LLC 333 NW 49th Place Des Moines IA 50313		Engineer's Estimate	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$11,200.00	\$11,200.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
2	Clean 12" RCP Storm Sewer	2,040 LF	\$0.65	\$1,326.00	\$1.00	\$2,040.00	\$1.50	\$3,060.00	\$0.80	\$1,632.00	\$0.70	\$1,428.00
3	Clean 15" RCP Storm Sewer	444 LF	\$0.65	\$288.60	\$1.50	\$666.00	\$1.50	\$666.00	\$2.03	\$901.32	\$0.70	\$310.80
4	Clean 18" RCP Storm Sewer	4,995 LF	\$0.70	\$3,496.50	\$1.60	\$7,992.00	\$1.50	\$7,492.50	\$2.03	\$10,139.85	\$1.20	\$5,994.00
5	Clean 21" RCP Storm Sewer	774 LF	\$0.75	\$580.50	\$1.70	\$1,315.80	\$1.50	\$1,161.00	\$2.03	\$1,571.22	\$1.30	\$1,006.20
6	Clean 24" RCP Storm Sewer	5,288 LF	\$0.75	\$3,966.00	\$1.80	\$9,518.40	\$1.50	\$7,932.00	\$2.03	\$10,734.84	\$1.30	\$6,874.40
7	Clean 27" RCP Storm Sewer	1,680 LF	\$1.00	\$1,680.00	\$1.90	\$3,192.00	\$1.50	\$2,520.00	\$2.03	\$3,410.40	\$1.50	\$2,520.00
8	Clean 30" RCP Storm Sewer	3,371 LF	\$1.00	\$3,371.00	\$2.25	\$7,584.75	\$1.50	\$5,056.50	\$2.03	\$6,843.13	\$1.60	\$5,393.60
9	Clean 36" RCP Storm Sewer	5,272 LF	\$1.00	\$5,272.00	\$3.00	\$15,816.00	\$1.50	\$7,908.00	\$2.03	\$10,702.16	\$2.00	\$10,544.00
10	Clean 42" RCP Storm Sewer	1,564 LF	\$1.00	\$1,564.00	\$4.00	\$6,256.00	\$1.60	\$2,346.00	\$2.03	\$3,174.92	\$2.50	\$3,910.00
11	TV Inspect 12" RCP Storm Sewer	2,040 LF	\$0.65	\$1,326.00	\$0.65	\$1,326.00	\$0.75	\$1,530.00	\$0.88	\$1,795.20	\$0.50	\$1,020.00
12	TV Inspect 15" RCP Storm Sewer	444 LF	\$0.65	\$288.60	\$0.75	\$333.00	\$0.75	\$333.00	\$1.09	\$483.96	\$0.50	\$222.00
13	TV Inspect 18" RCP Storm Sewer	4,995 LF	\$0.65	\$3,246.75	\$0.75	\$3,746.25	\$0.75	\$3,746.25	\$1.09	\$5,444.55	\$0.80	\$3,996.00
14	TV Inspect 21" RCP Storm Sewer	774 LF	\$0.65	\$503.10	\$0.80	\$619.20	\$0.75	\$580.50	\$1.09	\$843.66	\$0.90	\$696.60
15	TV Inspect 24" RCP Storm Sewer	5,288 LF	\$0.65	\$3,437.20	\$0.80	\$4,230.40	\$0.75	\$3,966.00	\$1.09	\$5,763.92	\$0.90	\$4,759.20
16	TV Inspect 27" RCP Storm Sewer	1,680 LF	\$0.65	\$1,092.00	\$0.80	\$1,512.00	\$0.75	\$1,260.00	\$1.09	\$1,831.20	\$1.00	\$1,680.00
17	TV Inspect 30" RCP Storm Sewer	3,371 LF	\$0.65	\$2,191.15	\$1.50	\$5,056.50	\$0.75	\$2,528.25	\$1.09	\$3,674.39	\$1.00	\$3,371.00
18	TV Inspect 36" RCP Storm Sewer	5,272 LF	\$0.65	\$3,426.80	\$1.50	\$7,908.00	\$0.75	\$3,954.00	\$1.09	\$5,746.48	\$1.50	\$7,908.00
19	TV Inspect 42" RCP Storm Sewer	1,564 LF	\$0.65	\$1,016.60	\$2.00	\$3,128.00	\$0.75	\$1,173.00	\$1.09	\$1,704.76	\$1.50	\$2,346.00
20	Inspect Storm Sewer Inlets	188 EA	\$25.00	\$4,700.00	\$50.00	\$9,400.00	\$50.00	\$9,400.00	\$75.00	\$14,100.00	\$35.00	\$6,580.00
21	Inspect Manholes	66 EA	\$25.00	\$1,650.00	\$40.00	\$2,640.00	\$25.00	\$1,650.00	\$75.00	\$4,950.00	\$40.00	\$2,640.00
22	Cut Sewer Obstructions	50 EA	\$45.00	\$2,250.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
Total Bid Schedule B				\$49,172.80		\$101,780.30		\$84,463.00		\$103,947.76		\$78,199.80
Total Bid Schedules A and B				\$170,745.30		\$241,433.25		\$276,860.90		\$277,321.74		\$186,561.70

I hereby certify that the foregoing is an accurate representation and tabulation of all bids received and that the mathematics have been checked and are to the best of my knowledge correct.

Camden A. Hofer
Camden A. Hofer, P.E., Project Engineer SPN & Assoc.



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Miller ("Owner") and
Infra Track Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BID SCHEDULES A AND B

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sanitary and Storm Sewer Televising

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Schmucker, Paul, Nohr and Associates, 2100 N Sanborn Blvd, PO Box 398 Mitchell SD 57301 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before **October 1, 2014**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **October 31, 2014**.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General

Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated on the Bid Form as submitted by the Contractor which is attached hereto as an Exhibit.
 - B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.
 - C. All specific cash allowances are included in the prices and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage); and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of twelve (12) percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond.
3. Payment bond
4. Other bonds.
5. General Conditions
6. Supplementary Conditions
7. Project Specifications
8. Drawings
9. Addenda
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives
- c. Change Orders

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without

such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Miller

Infra Track Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Administered by: Hagan Benefits, Inc.

April 18, 2014

City of Miller
Sheila Coss, Finance Officer
120 W. 2nd St.
Miller, SD 57362-1316

Dear Ms. Coss:

One of the many benefits of belonging to the South Dakota Public Assurance Alliance is a Property Inventory & Valuation survey. This survey is intended to help you avoid an uncovered or under-covered loss. Recently, Safety Benefits, Inc., completed a survey for the City of Miller. Enclosed is your copy of this survey.

According to the survey, the replacement cost of several of the locations is higher than the current value. In order to retain replacement cost coverage on the buildings, they will need to be increased to within 85% of the replacement cost. Enclosed is a chart listing the locations, the replacement according to the survey, the 85% value, the current covered value of the building and the cost to increase to the 85% value. Please note that the survey does not include any permanently installed equipment, such as pumps in the pump houses.

We also note that you currently do not have any coverage for several structures. These items are also included on the enclosed chart. If coverage for these is desired, please notify our office as soon as possible to add these items. If no coverage is desired, please verify in writing to our office that you do not want coverage on these items.

Please review and advise if you wish to increase the values of these buildings in order to retain replacement cost coverage. If you have any questions regarding this, please don't hesitate to contact our office at 1-877-273-1712. Thank you.

Sincerely,

HAGAN BENEFITS, INC.

A handwritten signature in black ink, appearing to read 'Ladene Bachtell'.

Ladene Bachtell, CPCU, AU, CIC

/lb

Enclosure

CITY OF MILLER

LOC. #	BLDG.	Replacement Cost (RC)	85% of RC	Current Value	Difference	Annual Cost to increase 85% of RC	50% of RC	Difference	Annual Cost to increase to 50% of RC
1-1	Water Tower	\$1,000,000	\$850,000	\$779,762	\$70,238	\$70			
4-55	Emergency Warning Siren	\$20,000	\$17,000	\$16,902	\$98	\$0			
16-51	Fence @ Electric Substation	\$16,615	\$14,123	\$10,614	\$3,509	\$10			
26-34	Fence @ Pool	\$18,523	\$15,745	\$14,238	\$1,507	\$4	Value adequate for ACV		
27-48	Floodlights @ Ball field	\$281,100	\$238,935	\$226,438	\$12,497	\$36			
	UNSCHEDULED PROPERTY								
	Picnic Shelter @ City Campgro	\$14,031	\$11,926	\$0	\$11,926	\$35			
	Batting Cage Framing & Pitchir	To Be determined by member			TBD				
	10 MVA Eastside Electric Subs	To Be determined by member			TBD				
	Prefabricated Switchgear Equip	To Be determined by member			TBD				
	Fence @ Eastside Substation	\$12,060	\$10,251	\$9	\$10,242	\$30			
	Emergency Warning Siren 7th	\$16,000	\$13,600	\$0	\$13,600	\$39			
						\$224			0

*Note: Please do not remit check for these changes at this time. If coverage changes are desired, please notify our office. An endorsement with invoice will be issued and sent to you.

NOTE 2 Survey indicated the following locations are to be deleted. Please verify: Location 16-19, Substation. Please advise if values are to be included in Location 16-20.

Location 28-36, Tennis Court. Please verify that this is to be deleted.

NOTE 3 Several locations currently on Actual Cash Value basis may have adequate value to be amended to Replacement Cost Coverage. Please advise if you wish the following locations amended to Replacement Cost:

19-33, Fence @ Airport. 22-26, Fence @ Lagoon; 27-35, Fence @ Ballpark; 29-37, Fence @ Tennis Court



SOUTH DAKOTA DEPARTMENT OF AGRICULTURE

DIVISION OF RESOURCE CONSERVATION & FORESTRY

523 East Capitol Avenue, Pierre, SD 57501-3182

Phone – 605.773.3623 / FAX 605.773.4003

Website – www.sdda.sd.gov/conservation-forestry

DATE: April 30, 2014

TO: South Dakota Communities

FROM: Aaron Wang, Community Forestry Specialist
South Dakota Department of Agriculture

RE: Community Tree Inventory

Your community has been selected as one of 20 South Dakota communities to have a public tree resource inventory to be completed by the South Dakota Department of Agriculture (SDDA), Division of Resource Conservation and Forestry. This will be an inventory of street trees and/or park trees. This inventory is the result of a US Forest Service grant and there will be no cost to you. We will have contract crews performing these inventories over this summer. The contractor is Community Forestry Consultants Inc. from Spokane, WA. From the data that is collected, SDDA will provide you with a Street and/or Park Tree Inventory and a Community Threat Assessment Protocol (CTAP) assessment.

Allow me to explain CTAP. Beginning in summer of 2012, SDDA began conducting rapid community forest assessments through CTAP. This effort is a response to increasing concern over approaching forest insect, disease, and wildfire threats in South Dakota. The resulting assessments will provide you with current information about your community forest resources. These assessments will enable you to make educated management decisions to address threats. Our contractors will be collecting data on all your street and park trees, including: location, species, diameter, height, and condition.

You will be contacted approximately one week ahead of the scheduled time for the contract crews to be in your community. The crews may be scheduled in different regions each week and we will be as efficient and timely as possible. If you have any questions please feel free to contact me at 605.773.3594 or aaron.wang@state.sd.us.

Thank you for your time and we are looking forward to working with you on this project.



DEPARTMENT OF ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov



April 23, 2014

Mayor Ron Blachford
City of Miller
120 West 2nd Street
Miller, SD 57362

RE: Drinking Water Certificate of Achievement Award

Dear Mayor Blachford:

Congratulations to you from DENR! The City of Miller public water system has met the requirements of the Safe Drinking Water Act and the state of South Dakota's regulations for supplying safe drinking water to the public. For your efforts and concern for safe drinking water, we would like to present this achievement award to you. This program was initiated by the Drinking Water Program to reward those systems and their operation specialists that have demonstrated excellence in water system management and maintenance.

You will also find enclosed a draft press release concerning the award your system has received. The release can be provided to your local newspaper and includes information about the award as well as those system operations specialists who have been recognized for their dedication and concern for safe drinking water. If any operation specialists are listed in error, please revise accordingly.

Thank you for your interest in maintaining safe drinking water for your consumers. If we can be of assistance to you, please contact us at (605) 773-3754.

Sincerely,

Mark S. Mayer, P.E.
Administrator
Drinking Water Program

cc: Jim Bonebright, Utility Manager

Enclosure



**DEPARTMENT OF ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov



FOR IMMEDIATE RELEASE: April 23, 2014
FOR MORE INFORMATION: Mark Mayer, (605) 773-3754

DENR RECOGNIZES CITY OF MILLER FOR DRINKING WATER COMPLIANCE

PIERRE - The South Dakota Department of Environment and Natural Resources (DENR) announced today that the City of Miller public water system and the system's operation specialists have been awarded a Drinking Water Certificate of Achievement Award.

The system's operation specialists are James Bonebright and Terry Manning.

"Water is always a precious commodity, but having water delivered into our homes suitable for drinking and all other household use is just awesome, " said DENR Secretary Steve Pirner. "DENR is proud to honor these drinking water systems and operation specialists who have kept the water flowing, safe, and in full compliance during the last year."

To qualify for the Drinking Water Certificate of Achievement Award, public water systems and their system operations specialists had to meet all of the following requirements for 2013:

- compliance monitoring and reporting,
- drinking water standards, and
- certification requirements.