

**AGENDA
CITY OF MILLER
MONDAY, JANUARY 4, 2021
7:00 P.M.**

The City of Miller is an equal opportunity employer.

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutespgs. 1-5

Oath – Ward II

Public Input

Department Head Reportspgs. 6-8

New Business

1. Interlocal Governmental Agreement pgs. 9-11
2. Pay Raises
3. Resolution 2021-1 Annual Salaries pg. 12
4. Designate Depositories and Official Newspaper pg. 13
5. Holiday Date Changes..... pg. 13
6. Olson Outlot 1 Plat pgs. 14-15
7. Water/Sewer Project
 - a. SPN Phase III Invoices 22905-22907 - \$13,453.39 pgs. 16-17
 - b. TLC Olson Const., LLC Pay Request 5 - \$86,102.91 pg. 18

[REDACTED]

Adjourn

**UNAPPROVED
CITY OF MILLER
CITY COUNCIL MEETING
DECEMBER 21, 2020**

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, December 21, 2020.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen: Jim Odegaard, Tony Rangel, Bob Steers, Jeff Swartz, and Joe Zeller.

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 as amended. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Zeller, seconded by Alderman Swartz to approve the minutes for the regular meeting held on December 7, 2020. All members voted aye. Motion carried.

PUBLIC INPUT

Alderman Rangel would like to thank Patrick Price, on behalf of the council, for the Christmas display in the park. Alderman Steers would like to also thank Cody Hall for his assistance to Patrick on the park decorations.

Rita Ellsworth had concerns regarding transparency of the council, county wide law enforcement, and code enforcement. She also stated that she appreciates the business owners in town, firemen, EMTs, as well as city employees. She would like to encourage all citizens to attend city and county meetings.

Shirley Hofer also expressed her concerns about code enforcement.

Will Page stated that there is more to the decision regarding county wide law enforcement than just finances. The majority of Hand County citizens live in Miller; however, the sheriff is responsible for the entire county and may be several miles out in the county when he is needed in town. He is very happy with the personal service he has received from the police department.

Mayor Blachford stated that campers in the city park have commented that they feel safe as a result of our city police driving through the park every night.

NEW BUSINESS

Ordinance #715 – Rezone to Light Commercial: Motion by Alderman Zeller, seconded by Alderman Rangel to approve the first reading of Ordinance #715 - Zoning. Roll call vote: Alderman Steers – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

Ordinance #716 – Appointed Officials: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve first reading of Ordinance #716 – Appointed Officials. Roll call vote: Alderman Swartz – nay, Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderman Steers – aye. Motion carried.

Resolution No. 2020-21 – Contingency Transfer: Motion by Alderman Steers, seconded by Alderman Rangel approve Resolution 2020-21 – Contingency Transfer. All members voted aye. Motion carried.

Interlocal Agreement with St. Lawrence: Motion by Alderman Rangel, seconded by Alderman Steers to table the Interlocal Agreement with St. Lawrence. All members voted aye. Motion carried.

Helms & Associates: Motion by Alderman Odegaard, seconded by Alderman Swartz to pay Helms & Associates Invoice #22796 for \$2,874.36. All members voted aye. Motion carried.

NorthWestern Energy Natural Gas Proposal: Alderman Rangel gave an overview of the meeting that he attended with Mayor Blachford in Huron. NorthWestern Energy is proposing multiple natural gas lines in eastern South Dakota. They would like to have the cities of Sisseton, Chamberlain, Miller, Wagner, Platte, Britton, Tyndall, and Wessington Springs create a Joint Powers Agreement to fund the project.

Set Year-End Meeting Date: Motion by Alderman Steers, seconded by Alderman Zeller to set the year-end meeting for 8:00 a.m. on Wednesday, December 30th. All members voted aye. Motion carried.

Ward II Vacancy – Interested Candidates: Steve Yearous, Tammy Lichty, and Jim Testerman all addressed the council with why they wanted to fill the Ward II Alderman vacancy. The council will make the appointment to fill this position at the December 30th meeting.

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

EXECUTIVE SESSION: Motion by Alderman Rangel, seconded by Alderman Odegaard to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:29 p.m. All members voted aye. Motion carried. Motion by Alderman Zeller, seconded by Alderman Rangel to come out of executive session at 9:58 p.m. All members voted aye. Motion carried.

Motion by Alderman Zeller, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 9:59 p.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

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

Bills December 2020 (2)

ABT	Wire Fee	15.00
American Solutions	Paper	39.00
Applied Concepts	Counting Unit	2,192.00

AT&T Mobility	Cell Phone	45.31
Bronco Blades	Cutting Edge (2)	200.00
Sheila Coss	Reimb	96.60
DPC	Inspection Agreement	760.00
Elan	Supplies	2,249.24
Fischer Plumbing	Service	140.66
Grafix Shoppe	Graphic Kit	500.44
Hand County Publishing	Publications	330.51
Hand County Treasurer	License Plates	21.20
HCPD	Power	3,416.24
Helms & Associates	Prof Fees	2,874.36
Hughes Electric	Service	67.35
Jones Construction	Sidewalks-park	6,895.93
Kelly's Plumbing	Repairs	257.61
Midco	Telephones	457.11
MMUA	Dues	375.00
Oakley Farm & Ranch	Supplies	319.72
OHED	Industry	6,250.00
Prairieland Collections	Prof Fees	21.00
Riter Rogers Law Office	Prof Fees	2,047.50
Rural Development	Loans	16,403.00
SD DENR	Annual Certs/Wastewater Fee	1,524.00
WAPA	Power	44,751.23
Wilbur-Ellis	Fuel	657.07
US National Bank	Add'l Interest	3,032.15
	Accounts Payable Total	<u>\$95,939.23</u>

Payroll Salary plus Benefits by Department: 12/22/2020

	Department	w/o OT	OT	Total
41410	FINANCE OFFICE	1,327.10	0.00	1,327.10
42110	POLICE	11,351.99	421.29	11,773.28
43110	STREET	5,201.25	56.99	5,258.24
43210	SEWER	5,229.64	152.63	5,382.27
43310	WATER	5,229.53	152.61	5,382.14
43410	ELECTRIC	5,773.23	0.00	5,773.23
		<u>\$34,112.74</u>	<u>\$783.52</u>	<u>\$34,896.26</u>

**CITY OF MILLER
CITY COUNCIL MEETING
DECEMBER 30, 2020**

The City of Miller is an equal opportunity employer.

The City Council met in special session in city hall at 8:00 a.m. on Wednesday, December 30, 2020.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen: Jim Odegaard, Tony Rangel, Bob Steers, Jeff Swartz and Joe Zeller.

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

Pledge of Allegiance was said by all present.

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

UNFINISHED BUSINESS

Second Reading of Ordinance #715 – Rezone to Light Commercial: Motion by Alderman Swartz, seconded by Alderman Zeller to approve the second reading of Ordinance #715 - Zoning. Roll call vote: Alderman Steers – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

Second Reading of Ordinance #716 – Appointed Officials: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve second reading of Ordinance #716 – Appointed Officials. Roll call vote: Alderman Swartz – nay, Alderman Zeller – aye, Alderman Odegaard – aye, Alderman Rangel – aye, Alderman Steers – aye. Motion carried.

NEW BUSINESS

Resolution No. 2020-22 Contingency Transfer: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve Resolution 2020-22 – Contingency Transfer. All members voted aye. Motion carried.

Appoint Ward II Council Member: Motion by Alderman Steers, seconded by Alderman Zeller to appoint Tammy Lichty to the open Ward II Alderman position per ballot voting results. All members voted aye. Motion carried.

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

Motion by Alderman Zeller, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 8:15 a.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

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

Bills December 2020 EOY

AA Motorsports	Supplies	329.99
Avera Occupational Medicine	Drug Test	143.55
Axon Enterprise	Taser/Assurance Plan	1,722.79
B & L Communications	Service	185.00
Builders Solutions	Supplies	9.00
DGR Engineering	Cap Imp	350.00
Todd Hanks	Sand 200 Ton	900.00
Hartman Construction	Gravel & Hauling	16,720.00
Hughes Electric	Repairs	226.18
Pioneer Garage	Repairs	348.70
John Deere Financial	Inspection	1,043.44
Martel Electronics	HD Camera	3,024.99
Mid States Audio	Audio/Video System	29,990.00
Oakley Farm & Ranch	Supplies	155.68
Prairie Wind Promotions	Sneeze Guards (2)	336.00
Resco	Transformer	8,889.00
SD Public Health	Tests	439.00
TrueNorth Steel	Water Tank	7,125.00
Twin Valley Tire	Tires	1,939.90
	Accounts Payable Total	<u>\$73,878.22</u>

**Payroll Salary plus Benefits
by Department:**

		12/31/2020		
Department		w/o OT	OT	Total
41110	COUNCIL	2,185.31	0.00	2,185.31
41910	BUILDING	377.68	0.00	377.68
45210	PARK	20.24	0.00	20.24
		<u>\$2,583.23</u>	<u>\$0.00</u>	<u>\$2,583.23</u>

**City Council Meeting
Department Head Reports
January 4, 2021**

Police Department Report

1. The police department has been participating in the Department of Highway Safety, December Mobilization, "Drive Sober or Get Pulled Over" The Mobilization period went from December 18, 2020 to January 1, 2021.
2. The White Patrol vehicle has had the equipment removed by B and L Communications. I am working on a time with B and L to get the equipment installed in the new vehicle.

Street Department Report

1. We plumbed the airlines in the Street Shop after 1 developed a serious leak.
2. We worked on the Vactor truck clutch issues. Then later fuel issues.
3. We sucked the leaves and sand out of the storm inlets.
4. We have been working on snowplows.
5. We burned more of the landfill. Wind was not in our favor much, so we had to go slow.
6. David swept streets again.
7. On 2 different occasions I watered and bladed the streets for Dahme & Olson.

Water/Sewer/Airport Department Report

1. Olson Construction finished digging for the year on Dec. 22nd, they installed the waterline going south to the 4H grounds.
2. We burned ditches around the lagoon area
3. We had to pull the pumps at West lift station a couple times for rags!
4. Snow removal
5. We will be going to MSHA safety classes in Pierre on Jan. 5th.
6. We winterized the new restrooms at the park on the 11th of Dec. we also found that one of the drains was plugged with debris from the construction & the water on the floor does not go to some of the drains.

Electric Department Report

1. I helped the street department plow snow for a couple days.
2. I unloaded a new transformer we received.
3. I fixed a light at the airport.
4. I maintained lights in the shop.
5. I helped the street department maintenance equipment.
6. I fixed some lights on the courthouse block.

Finance Office Report

1. Final 2020 Sales Tax is up – see attachment
2. City Election – April 13, 2021 – Council member's terms expiring are:
 - a. Ward 1 – Jeff Swartz
 - b. Ward 2 – Joe Zeller – 2-year term
 - c. Ward 2 – Tammy Lichty – 1-year term
 - d. Ward 3 – Jim Odegaard
 - e. Mayor – Ronald Blachford

The earliest a petition may circulate is January 29, and the deadline is February 26.

3. All funds look good for the end of the year. I will give a detailed overview of 2020 financials at the next meeting.

Gross Receipts Tax - Split

Fund 211

Month	Current Year		
	Total	City 20%	OHED 80%
JAN	\$2,095.82	\$419.16	\$1,676.66
	\$2,395.33	\$479.07	\$1,916.26
FEB	\$1,014.34	\$202.87	\$811.47
	\$2,277.55	\$455.51	\$1,822.04
MAR	\$518.30	\$103.66	\$414.64
	\$1,753.53	\$350.71	\$1,402.82
APR	\$931.48	\$186.30	\$745.18
	\$2,277.67	\$455.53	\$1,822.14
MAY	\$356.14	\$71.23	\$284.91
	\$2,547.25	\$509.45	\$2,037.80
JUN	\$63.82	\$12.76	\$51.06
	\$365.74	\$73.15	\$292.59
JUL	\$3,634.42	\$726.88	\$2,907.54
	\$3,334.95	\$666.99	\$2,667.96
AUG	\$754.80	\$150.96	\$603.84
	\$2,779.46	\$555.89	\$2,223.57
SEP	\$1,607.08	\$321.42	\$1,285.66
	\$2,708.45	\$541.69	\$2,166.76
OCT	\$1,132.14	\$226.43	\$905.71
	\$3,516.16	\$703.23	\$2,812.93
NOV	\$29.44	\$5.89	\$23.55
	\$2,423.20	\$484.64	\$1,938.56
DEC	\$1,382.85	\$276.57	\$1,106.28
	\$794.64	\$158.93	\$635.71
	\$40,694.56	\$8,138.91	\$32,555.65

Previous Year		
Total	City 20%	OHED 80%
\$2,318.56	\$463.71	\$1,854.85
\$1,579.54	\$315.91	\$1,263.63
\$1,436.10	\$287.22	\$1,148.88
\$1,761.91	\$352.38	\$1,409.53
\$816.61	\$163.32	\$653.29
\$1,531.83	\$306.37	\$1,225.46
\$727.67	\$145.53	\$582.14
\$431.24	\$86.25	\$344.99
\$2,152.71	\$430.54	\$1,722.17
\$1,925.48	\$385.10	\$1,540.38
\$728.56	\$145.71	\$582.85
\$427.78	\$85.56	\$342.22
\$3,246.00	\$649.20	\$2,596.80
\$1,597.63	\$319.53	\$1,278.10
\$2,136.26	\$427.25	\$1,709.01
\$2,074.51	\$414.90	\$1,659.61
\$1,698.03	\$339.61	\$1,358.42
\$2,470.80	\$494.16	\$1,976.64
\$1,032.19	\$206.44	\$825.75
\$2,320.80	\$464.16	\$1,856.64
\$957.22	\$191.44	\$765.78
\$3,890.22	\$778.04	\$3,112.18
\$14.85	\$2.97	\$11.88
\$1,498.87	\$299.77	\$1,199.10
\$38,775.37	\$7,755.07	\$31,020.30

\$3,231.28

average/month

up/down from previous year		
Total	1,919.19	4.95%
City	383.84	4.95%
OHED	1,535.35	4.95%

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

OHED 80%

Check #

Check Date

DEC 1,106.28

DEC 635.71

\$1,741.99

Sales Tax Comparison			
	2020	2019	\$75,000 to OHED
January	\$18,977.31 \$60,236.06	\$34,444.92 \$44,092.80	\$6,250.00
February	\$9,437.05	\$24,204.24	\$6,250.00
	\$59,657.65	\$52,474.60	
March	\$7,011.30 \$46,594.48	\$7,654.69 \$45,999.73	\$6,250.00
April	\$8,780.89 \$62,466.98	\$4,289.54 \$32,495.97	\$6,250.00
May	\$2,706.30 \$67,272.84	\$25,969.12 \$62,158.14	\$6,250.00
June	\$2,015.23 \$31,475.09	\$10,928.49 \$28,720.37	\$6,250.00
July	\$36,965.09 \$76,131.05	\$39,646.01 \$44,600.18	\$6,250.00
August	\$8,778.97 \$59,824.46	\$21,268.73 \$53,497.39	\$6,250.00
September	\$9,623.97 \$69,856.86	\$7,230.24 \$58,602.77	\$6,250.00
October	\$8,301.50 \$69,424.04	\$13,220.65 \$46,089.32	\$6,250.00
November	\$3,942.99 \$66,763.28	\$9,299.23 \$70,744.52	\$6,250.00
December	\$13,097.08 \$38,375.26	\$5,928.10 \$44,873.03	\$6,250.00
Total	\$837,715.73	\$788,432.78	6.25%
	up/down from last year		\$49,282.95

**INTERLOCAL AGREEMENT FOR
CITY FINANCE OFFICER SERVICES**

THIS AGREEMENT is made and entered effective the _____ day of January 2021, between the City of St. Lawrence, South Dakota, a municipal corporation ("St. Lawrence"); and the City of Miller, South Dakota, a municipal corporation ("Miller").

WITNESSETH:

WHEREAS, St. Lawrence does not currently have a finance officer and is desirous of contracting with Miller for the performance of certain duties of the city finance officer through the office of the City Finance Office of Miller; and

WHEREAS, Miller is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such services agreements are authorized and provided for by the provisions of South Dakota Codified Law SDCL § 9-12-4 *et al.*

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term of Agreement.

This Agreement shall be in effect on the 1st of January 2021 and continue through the 31st of December 2021.

2. Services—General.

Miller shall provide the following general administrative and support services:

a. Administration.

Miller shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

b. Office Location/Hours/Availability.

The primary location for delivery of services and storage of all St. Lawrence documents, records, data, and other materials (hereinafter "records") shall be St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD 57373. For so long as this Agreement remains in effect, for convenience Miller may maintain a secondary location at its regular place of business within the Municipal Building in Miller, South Dakota; it is expressly understood that immediately upon termination of this Agreement, all records that constitute the property of St. Lawrence must be returned to the St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD. Miller, unless otherwise directed by the Board of Trustees of St. Lawrence, Miller shall post and maintain regular business hours at the Municipal Building in Miller, SD; events at the St. Lawrence City Hall may be by appointment or notice only, and either party may schedule and appear at those events to ensure regular public access to records. Miller shall allow members of the Board of Trustees of St. Lawrence access to St. Lawrence records at any reasonable time, without delay, and notwithstanding the location of said records.

c. Employee Training and Policies and Procedure.

Miller shall be primarily responsible for all activities and expenses related to employee training; however, from time to time the Parties may agree in advance to provide certain training and allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

d. Facilities/Equipment/Inventory.

St. Lawrence shall be primarily responsible to provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein; however, from time to time the Parties may agree otherwise to allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

3. Litigation and Civil Hearing Support.

Upon reasonable notification thereof by St. Lawrence, Miller staff shall appear in court in connection with any criminal enforcement or civil hearing, and for all other hearings on municipal matters. Subpoenas shall not be necessary to ensure such appearance of Miller staff. Miller staff shall also bring all necessary records and documents with them to the court and/or other hearings without the requirement of a Subpoena Duces Tecum.

Miller staff shall further provide all necessary administrative support for appeals before the Board of Trustees of St. Lawrence. Such support shall include, but is not limited to, scheduling of hearings, payment of necessary fees, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

4. Consideration.

- a.** In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller \$875.00/month = \$10,500/year for Sheila Coss, Finance Officer; Christi Danburg, Executive Assistant and Cindy Deuter, Deputy Finance Officer.

b. Pay for Board Meetings.

Time for board meetings will be paid at an hourly rate as set forth in St. Lawrence's annual salaries resolution kept on file in the finance office.

c. Access to Employment Information.

St. Lawrence shall have access to the employment records of Miller staff for the purposes of 1) verifying invoices, charges, duties performed, and hours worked, 2) ensuring compliance with applicable laws and regulations, and 3) ensuring compliance with contracts or other agreements that St. Lawrence may engage in or enter into from time to time.

d. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoiced, it shall notify Miller of the dispute or question prior to the date payment is due. The parties agree to address the matter in good faith and without delay. Charges not in question or dispute shall be paid in a timely manner; payment for charges in dispute or in question shall be suspended until such time as the dispute is resolved or the charges are sufficiently clarified.

5. Accountability.

Miller shall provide St. Lawrence with monthly reports concerning Miller's performance under this contract. At a minimum, such reports shall reflect the following information:

- Reconciled Bank Statements
- YTD Expense and Revenue Budget Reports
- Cash Report
- Trial Balance Report
- Other financial reports as requested

6. St. Lawrence to Provide Miller Copy of Code.

On an annual basis, St. Lawrence agrees to provide Miller with the most recent copy of the code, if the code is amended during the year. St. Lawrence shall supply a copy of the amendments prior to the time the amendment is to be enforced.

7. Duty to Follow South Dakota Codified Law.

Both parties shall follow South Dakota Codified Laws. Should either party refuse to abide by SDCL governing municipal government functions, this contract will be null and void immediately upon written documentation of the indiscretion. Such written documentation shall include a description of the indiscretion, be signed by both parties, and filed with this agreement upon such termination. Unintentional infractions will be recognized and remedied immediately to avoid termination of this contract.

8. Renewal.

In order to facilitate the orderly performance of St. Lawrence's constitutional and statutory duties, as well as the duties anticipated in this Agreement, St. Lawrence shall submit to Miller by the first day of October, in the year of this Agreement's execution or renewal, a letter of intent 1) to renew this Agreement on its existing terms, 2) to renew this Agreement with certain specified modifications, or 3) to terminate the Agreement at the end of the calendar year; such notice shall include a list of any proposed modifications for the coming year, if any. Upon notice of St. Lawrence's intent to renew this Agreement, Miller may present any proposed modifications of its own. Both parties must take action to enforce any renewal of this contract, whether on the existing terms or as modified; failure of either party to take action will be deemed a refusal to renew this Agreement on any terms beyond the calendar year, and the parties shall then go about the business of wrapping-up the association and returning all records to their primary location without delay.

9. Subcontracting.

Miller shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from St. Lawrence or its designee.

10. Insurance.

- a. Worker's Compensation.

Miller will be responsible for providing and paying for all workers compensation insurance coverage for that city's employees, and St. Lawrence shall reimburse Miller upon the conclusion of this agreement

for a prorated portion of workers compensation premiums. As such, Miller will give notice to its workers compensation carrier intending that coverage will be extended to employee(s) providing services hereunder, even when providing services to St. Lawrence.

b. General Liability and Personal Injury Liability.

St. Lawrence shall provide general liability and personal injury liability coverage with limits equal to those regularly provided to Miller by its insurer or provider, covering actions or inaction of any Miller employee during the portions of time she is providing services to St. Lawrence. St. Lawrence shall ensure that its general liability and personal liability coverage includes actions or inactions of Miller's employee(s) during the time services are being provided to St. Lawrence and that this coverage would be the primary coverage for actions or inaction of those individuals. St. Lawrence will provide notice to its liability carrier or coverage entity regarding its primary coverage assumed hereunder, so as to ensure such coverage exists during all times that services are being provided to St. Lawrence.

11. Hold Harmless.

St. Lawrence agrees to indemnify, defend, save and hold harmless Miller for any liability arising from any action or inaction not otherwise covered by general liability insurance of any Miller employee who performs any services at the request of St. Lawrence during all times she is performing those services for St. Lawrence.

12. Termination.

This Agreement may be terminated at will by either party prior to its expiration date by giving thirty (30) days written notice of intent to terminate. No cause for such termination need be shown. In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice. Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

13. Disposition of Assets or Equipment upon Termination or Expiration.

Upon the expiration or termination of this contract, each Party shall be entitled to keep or receive the assets, equipment and other material previously identified as the separate property of each municipality. This Agreement shall not give rise to any claim of ownership, interest, or unjust enrichment for either party with respect to assets, equipment, or other material. To the extent that the parties contribute jointly to the acquisition of any asset, equipment, or other material, the parties' respective ownership interest shall be determined by each party's respective initial contribution to the acquisition, unless otherwise agreed by the parties.

14. Funding-Out Provision.

It is specifically understood and agreed that a multi-year agreement of this nature is binding upon the Municipality if, and only if, each year's financial obligations are approved and authorized by the governing body then holding office. If at any time during the life of this Agreement, the governing body of either party shall fail or refuse to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to the parties.

15. Ratification.

Acts taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

City of St. Lawrence

City of Miller

President Shirley Peck

Mayor Ronald Blachford

ATTEST:

ATTEST:

Trustee Dean Kolda

President Tony Rangel

RESOLUTION NO. 2021-1

The City of Miller is an equal opportunity employer.

WHEREAS, pursuant to SDCL-6-1-10 a complete list of salaries of all officers and employees must be published,

THEREFORE, BE IT RESOLVED that the following is a current list of salaries for the City of Miller officers and employees:

COUNCIL

Ronald Blachford	Mayor	\$300.00 a month plus \$65.00 per meeting plus \$20.00 per committee meeting
Jeff Swartz	Ward 1	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting
Bob Steers	Ward 1	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting
Tammy Lichty	Ward 2	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting
Joe Zeller	Ward 2	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting
Jim Odegaard	Ward 3	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting
Tony Rangel	Ward 3	\$125.00 a month plus \$50.00 per meeting plus \$20.00 per committee meeting

FINANCE OFFICE

Sheila Coss	\$29.49 per hour, Flex Meeting Time
Cindy Deuter	\$19.00 per hour, Flex Meeting Time
Christi Danburg	\$16.52 per hour, Flex Meeting Time

POLICE DEPARTMENT

Shannon Speck	\$24.92 per hour, Grant OT/Worked Holiday - \$37.38
Wayne Ames	\$22.63 per hour, Grant OT/Worked Holiday - \$33.95
Chris Henrickson	\$19.29 per hour, Grant OT/Worked Holiday - \$28.94
James Henson	\$18.68 per hour, Grant OT/Worked Holiday - \$28.02

STREET DEPARTMENT

Ron Hofstiezer	\$26.34 per hour, Flex Meeting Time
David Phinney	\$20.42 per hour, Flex Meeting Time
Doug Purrington	\$15.60 per hour (Part-time)

ELECTRIC DEPARTMENT

Haydn Herman	\$34.84 per hour, Flex Meeting Time
	\$20.00 per day when on call
Josh Koeck	\$33.50 per hour (2 hour minimum) <i>as needed basis</i>
	\$50.00 per day when on call <i>as needed basis</i>

WATER/SEWER DEPARTMENT

Terry Manning	\$29.55 per hour, Flex Meeting Time
Gordon Gross	\$18.03 per hour, Flex Meeting Time
Brandon Hammill	\$17.21 per hour, Flex Meeting Time

JANITORIAL

Sandra Selting	\$13.03 per hour
----------------	------------------

<u>CERTIFIED POLICE SUBSTITUTES</u>	\$16.28 per hour
--	------------------

<u>SNOW HAULING EMPLOYEES</u>	\$13.50 per hour
--------------------------------------	------------------

<u>SWIMMING POOL MANAGER</u>	\$14.56 per hour
-------------------------------------	------------------

SEASONAL EMPLOYEES

			<u>10%CDI/WSI</u>
Base Pay	\$10.50	(No Experience)	\$11.55
Returning with 1 year experience/longevity	\$10.71	(Base plus 2% of Base)	\$11.78
Returning with 2 years experience/longevity	\$10.92	(Base plus 4% of Base)	\$12.01
Returning with 3 years experience/longevity	\$11.13	(Base plus 6% of Base)	\$12.24
Returning with 4 years experience/longevity	\$11.34	(Base plus 8% of Base)	\$12.47
Returning with 5 years experience/longevity	\$11.55	(Base plus 10% of Base)	\$12.71
Private Lessons: Lifeguards will receive 70% of the private lessons fee, the city will keep 30%.			

Adopted this 4th day of January 2021.

ATTEST:

Sheila Coss, Finance Officer
(SEAL)

Ronald Blachford, Mayor

2021 Monday Holiday Schedule

Martin Luther King Jr. Day
Presidents' Day
Independence Day
Labor Day

January 18
February 15
July 4/ observe on 5th
September 6

January 19 or 20
February 16 or 17
July 6 or 7
September 7 or 8

OFFICIAL NEWSPAPER:

"The Miller Press"

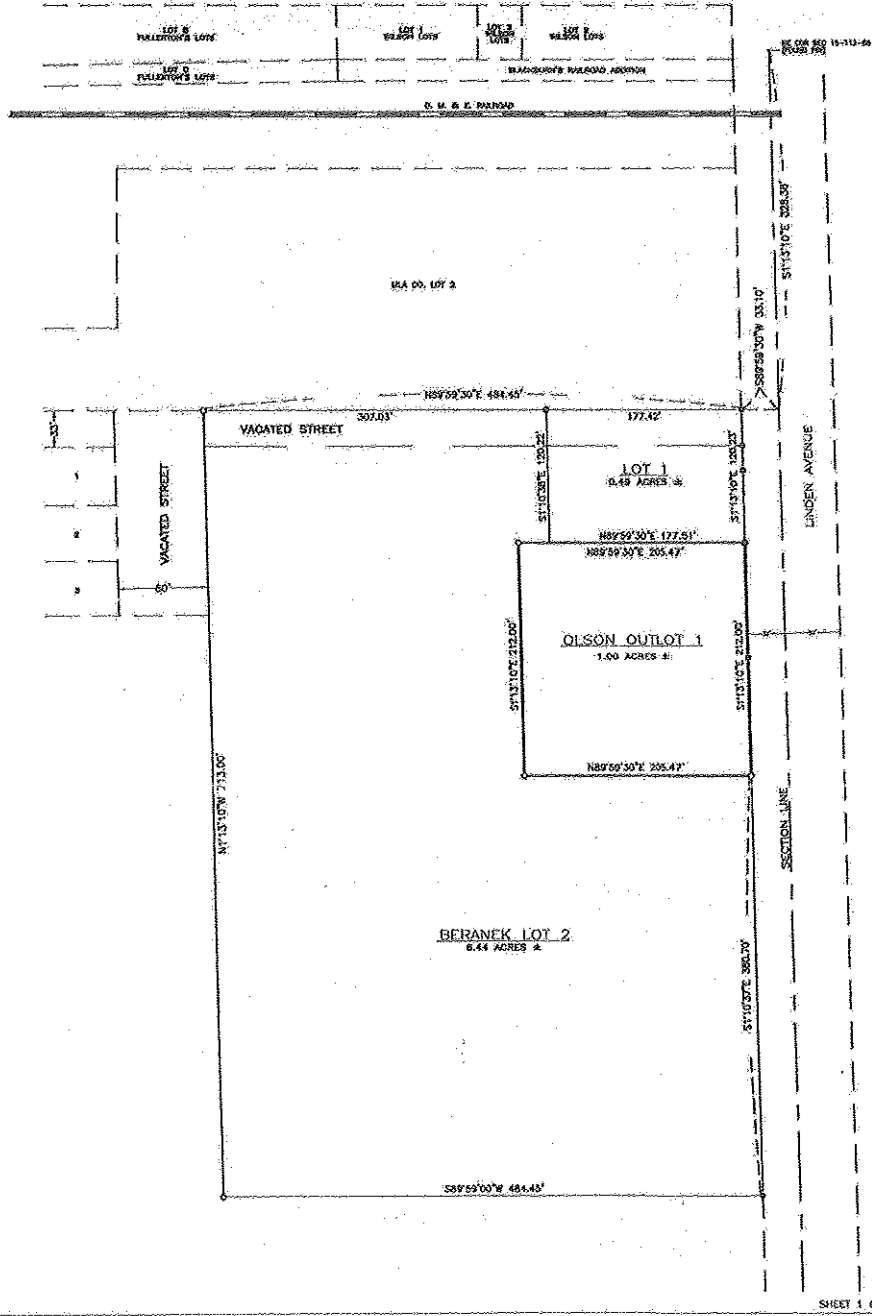
OFFICIAL DEPOSITORS:

American Bank & Trust - Miller
Quoin Financial Bank - Miller

OLSON OUTLOT 1
 A PART OF BERANEK LOT 2
 IN THE NE 1/4 OF SECTION 15-T112N-R68W
 OF THE 5th P.M.
 HAND COUNTY, SOUTH DAKOTA



LEGEND
 O.P.M. BY N.W. 1/4 15-112-68
 S.P.M. 10000
 BASIS OF BEARINGS
 499958



OLSON OUTLOT 1
A PART OF BERANEK LOT 2
IN THE NE 1/4 OF SECTION 15-T112N-R68W
OF THE 5th P.M.
HAND COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL MEN THESE PRESENTS THAT PRESKO LIVESTOCK, LLC, OWNERS AND PROPRIETOR OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE STATE OF SOUTH DAKOTA AND THE COUNTY OF HAND TO WIT:

A PART OF BERANEK OUTLOT 2 IN THE NE 1/4 OF SECTION 15, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA

HAVE CAUSED A PART OF THE SAME TO BE PLATTED AS OLSON OUTLOT 1 AND DOSE HEREBY CERTIFY THAT HE IS THE OWNERS FOR ALL THE LAND INCLUDED IN THE PLAT HEREON DRAWN AND THAT SAID LAND IS FREE FROM ANY ENCUMBRANCE WHATSOEVER, AND THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS AND THAT HE HAS REQUESTED THE PREPARATION OF THIS PLAT IN COMPLIANCE WITH THE LAWS FOR THE STATE OF SOUTH DAKOTA.

THIS PLAT VACATES A PORTION OF BERANEK OUTLOT 2 IN THE NE 1/4 OF SECTION 15, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA.

SIGNED THIS _____ DAY OF _____, 20____

OWNER: PRESKO LIVESTOCK, LLC

COOY VOLMER

STATE OF SOUTH DAKOTA }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED COOY VOLMER, OWNER OF PRESKO LIVESTOCK, LLC, KNOWN TO ME TO BE THE PERSON IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, TODD V. SCHLUNSEN, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNER, I HAVE SURVEYED AND PLATTED OLSON OUTLOT 1 A PART OF BERANEK OUTLOT 2 IN THE NE 1/4 OF SECTION 15, T112N, R68W OF THE 5th P.M., HAND COUNTY, SOUTH DAKOTA, AS SHOWN ON THE ATTACHED PLAT, THAT I HAVE FOUND AND/OR SET IRON PINS AS INDICATED THEREON, AND THAT SAID SURVEY AND PLAT ARE TRUE AND CORRECT.

SIGNED THIS _____ DAY OF _____, 20____

TODD V. SCHLUNSEN
REGISTERED LAND SURVEYOR #7893

APPROVAL BY THE CITY

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE MILLER CITY COUNCIL, MILLER SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

FINANCE OFFICER, CITY OF MILLER, SOUTH DAKOTA

BE IT RESOLVED BY THE MILLER CITY COUNCIL, MILLER, HAND COUNTY, SOUTH DAKOTA, THAT THE PLAT SHOWING "OLSON OUTLOTS 1" A PART OF BERANEK OUTLOT 2 IN THE NE 1/4 OF SECTION 15, T112N, R68W OF THE 5th P.M., HAND COUNTY, SOUTH DAKOTA, HAVING BEEN EXAMINED, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCA OF 1997, CHAPTER 11-3, AND ANY AMENDMENTS THEREOF.

APPROVAL BY THE COUNTY

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE COUNTY COMMISSIONERS OF HAND COUNTY, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

FINANCE OFFICER, CITY OF MILLER, SOUTH DAKOTA

BE IT RESOLVED BY THE COUNTY COMMISSION OF HAND COUNTY, SOUTH DAKOTA, THAT THE PLAT SHOWING "OLSON OUTLOTS 1" IN A PART OF BERANEK OUTLOT 2 IN THE NE 1/4 OF SECTION 15, T112N, R68W OF THE 5th P.M., HAND COUNTY, SOUTH DAKOTA, HAVING BEEN EXAMINED, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCA OF 1997, CHAPTER 11-3, AND ANY AMENDMENTS THEREOF.

TREASURER'S APPROVAL

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY OF THE LANDS INCLUDED IN THE ATTACHED PLAT ARE SHOWN BY THE RECORDS OF MY OFFICE TO BE FULLY PAID.

SIGNED THIS _____ DAY OF _____, 20____

COUNTY TREASURER, HAND COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION'S APPROVAL

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT THIS _____ DAY OF _____, 20____.

DIRECTOR OF EQUALIZATION, HAND COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS' APPROVAL

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN BOOK OF PLATS NO. _____ ON PAGE _____ THEREIN.

REGISTER OF DEEDS, HAND COUNTY, SOUTH DAKOTA

SHEET 2 OF 2

Schmucker, Paul, Nohr and Associates
 2100 North Sunborn Blvd -- PO Box 398
 Mitchell SD 57301-0398
 Phone (605) 996-7761
 Fax (605) 996-0015
 www.spn-assoc.com

INVOICE

SPN & ASSOCIATES
 ENGINEERS & SURVEYORS

TO: CITY OF MILLER
 120 WEST 2ND
 MILLER, SD 57362

Invoice Date	Invoice Num
Dec 28, 2020	22805
Billing Through	
Dec 26, 2020	

RE: M15318:06W
 MILLER PHASE III CONST- RPR - WATER

Construction observation and testing.
 Billing period 11/29/2020 thru 12/26/2020

Hours	Rate	Amount
103.25	\$95.00	\$9,808.75
Total Service Amount:		\$9,808.75
1,216.00 @	\$0.45	\$761.44
		\$547.20
		\$456.00
Total Expenses:		\$1,764.64
Amount Due This Invoice:		\$11,573.39

Reimbursable Expenses:

LODGING
 MILEAGE
 MEALS

This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 28 day of December 2020

Schmucker, Paul, Nohr & Associates

Bridgeport

Signed

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

SPN & ASSOCIATES
 ENGINEERS & SURVEYORS

CITY OF MILLER
 120 WEST 2ND
 MILLER, SD 57362

INVOICE

Schmucker, Paul, Nohr and Associates
 2100 North Sunborn Blvd -- PO Box 398
 Mitchell SD 57301-0398
 Phone (605) 996-7761
 Fax (605) 996-0015
 www.spn-assoc.com

Invoice Date	Invoice Num
Dec 28, 2020	22806
Billing Through	
Dec 26, 2020	

Prepare pay request; site visit; and other project coordination.
 Billing period 11/29/2020 thru 12/26/2020

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M15318-05W	MILLER PHASE III CONST ADMIN - WATER	\$71,500.00	9.00	\$5,720.00	\$7115.00

Total Amount Due

\$7115.00

This invoice is due upon receipt

VERIFICATION OF CLAIM

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 28 day of December 2020

Schmucker, Paul, Nohr & Associates

Bridgeport

Signed

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



ENGINEERS & SURVEYORS

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

INVOICE

Schrucker, Paul, Nohr and Associates
2100 North Sanborn Blvd. PO Box 398
Mitchell SD 57301-4398
Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

Invoice Date	Invoice Num
Dec 28, 2020	25907
Billing Through	
Dec 26, 2020	

Prepare pay request, site visit, and other project coordination.
Billing period 10/25/2020 thru 12/26/20

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M15318-05WW	MILLER PHASE III CONST ADMIN WASTE WATER	\$116,500.00	9.00	\$9,320.00	\$1,165.00

Total Amount Due \$1,165.00
This invoice is due upon receipt.

VERIFICATION OF CLAIM

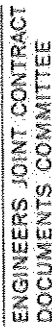
I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 28 day of December, 2020

Schrucker, Paul, Nohr & Associates

Signed

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



24

APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT PRICE.....	\$	6,474,735.40
2. Net change by Change Orders.....	\$	-296.57
3. Current Contract Price (Line 1 ± 2).....	\$	6,474,438.83
4 a. Total Completed to Date.....	\$	711,996.50
b. Total Material Remaining in Storage.....	\$	579,991.55
c. Value of Non-Conforming Work.....	\$	
d. (Total Value of Work completed and Material Stored to Date).....	\$	1,291,988.05
5. RETAINAGE:		
a. 5 % x \$ 1,291,988.05 Work & Materials	\$	64,599.40
b. _____ % x \$ _____ Work & Materials	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	64,599.40
6. AMOUNT ELIGIBLE TO DATE (Line 4d-Line 5c).....	\$	1,227,388.65
7. PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,141,285.74
8. AMOUNT DUE THIS APPLICATION.....	\$	86,102.91
9. BALANCE TO FINISH, PLUS RETAINAGE (Total Contract Price Less Line 5c above).....	\$	5,247,050.18
10. CITY DEDUCTION FOR BILLING OF WATER (This Period).....	\$	

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

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

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

Date:

Funding Agency (if applicable)

Agency (if applicable)

1

•

2019

L