AGENDA
CITY OF MILLER
TUESDAY, JANUARY 16, 2024
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 - 2

Public Input

__New Business__

1. Liberty National – Voluntary Supplemental Insurance..................... *insert*
2. Code Enforcement Specialists, LLC Agreement......................... pgs. 3 - 4
3. Fire Department Roster.. pg. 5
4. Memorandum of Destruction... pg. 6
5. 2023 Year-end Financials... pgs. 7 - 9
6. Helms & Associates Invoice 32855...pg. 10
7. Pipeline Emergency Response Exercise..................................pg. 11 - 12

__Old Business__

1. Personnel Committee Recommendation – Inclement Weather.....pg. 13

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.

CITY OF MILLER
CITY COUNCIL MEETING
JANUARY 2, 2024

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 Tuesday, January 2, 2024.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, and Mike Wetz. Alderwomen: Susan Hargens and Tammy Lichty.

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

Pledge of Allegiance was said by all present.

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

MINUTES: Motion by Alderwoman Hargens, seconded by Alderman Price to approve the minutes for the regular meeting held December 19, 2023, and the special end-of-year meeting held December 28, 2023. All members voted aye. Motion carried.

PUBLIC INPUT
Mayor McGough relayed a request from a citizen that everyone speak into the microphones during the meetings so those watching at home can hear.

NEW BUSINESS
Electrical Department Pickup Transmission: Dustin Graham stated that the transmission went out on the pickup with the snowplow. He had a quote from Stobbs for $4,450.00. It includes a 2-year, 24,000-mile warranty (except reverse). Motion by Alderman Price, seconded by Alderman Wetz get an additional quote and the decision of where to go will be left up to the Mayor and Dustin's discretion, not to exceed $4,450.00. All members voted aye. Motion carried.

American Legion – Flags South of the Railroad Tracks: Mike Werdel, American Legion Commander, asked permission to add flagpole mounts to the streetlights south of the railroad tracks on Main Street. Motion by Alderman Price, seconded by Alderman Wetz to allow the American Legion to put flagpole mounts on any city light poles. All members voted aye. Motion carried.

Resolution No. 2024-1 – Annual Salaries: Alderman Wetz read Resolution 2024-1. Motion by Alderman Wetz, seconded by Alderman Jones to approve Resolution 2024-1 – Annual Salaries. All members voted aye. Motion carried.

Designate Official Newspaper and Depositories: Motion by Alderman Wetz, seconded by Alderwoman Hargens to designate *The Miller Press* as the official newspaper and American Bank & Trust, Quoin Financial, and SD Fit as the official depositories for the City of Miller. All members voted aye. Motion carried.

Mid-Dakota Notice of Vacancy: Motion by Alderman Price, seconded by Alderwoman Lichty to nominate Dale Hargens and Mike Moncur to the Mid-Dakota Rural Water System, Inc. Board of Directors. Five Ayes, Alderwoman Hargens abstained. Motion carried.

EXECUTIVE SESSION: Motion by Alderman Price, seconded by Alderman Wetz to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 7:27 a.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 9:03 a.m. No action taken.

Motion by Alderman Wetz, seconded by Alderwoman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 9:04 p.m. All members voted aye. Motion carried.

____
Tom McGough, Mayor

____
Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT
Copy of the official proceedings
was received on: __________
Published once at the
approximate cost of: ________

CITY OF MILLER
CITY COUNCIL MEETING
JANUARY 8, 2024
The City of Miller is an equal opportunity employer.

The City Council met in special session at city hall at 5:00 p.m. on Monday, January 8, 2024.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, and Mike Wetz. Alderwomen: Susan Hargens and Tammy Lichty.

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

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Wetz, seconded by Alderwoman Hargens to approve the agenda. All members voted aye. Motion carried.

NEW BUSINESS

Farm & Home Show Utility Credit: Motion by Alderman Hargens, seconded by Alderman Wetz donate a $100 Utility Credit Certificate for a Farm & Home Show door prize. The winner must be a citizen of the City of Miller. All members voted aye. Motion carried.

Farm & Home Show Schedule: The tentative schedule for the Farm & Home Show will be Friday 3:00-5:30 – Patrick Price, Friday 5:30-8:00 – Tom McGough, Saturday 9:00-11:00 – Dale Hargens, and Saturday 11:00-1:00 – Susan Hargens. Motion by Alderman Price, seconded by Alderman Wetz to allow department heads to work at the booth. All members voted aye. Motion carried.

EXECUTIVE SESSION: Motion by Alderman Wetz, seconded by Alderman Price to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 5:04 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 6:16 p.m.

Personnel: Motion by Alderman Price, seconded by Alderman Wetz to place Chief Deputy Wayne Ames on a 10-day suspension without pay, a 6-month probation, remove his title of Deputy, and reduce his wage to $21.50 effective immediately. Five ayes, Alderman Jones – nay. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderman Wetz to adjourn the meeting. There being no further business, the meeting was adjourned at 6:20 p.m. All members voted aye. Motion carried.

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Tom McGough, Mayor

____
Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT
Copy of the official proceedings
was received on: __________

Published once at the
approximate cost of: __________

Independent Contractor Agreement

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

1. **PURPOSE.** The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City's Ordinances.

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

2. **SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:

   2.1 Ordinance Review. Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.

   2.2 Inspection. Contractor will inspect the City's properties to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: property maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring any residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.

   2.3 Assistance With Violations. Contractor shall document the violation through photographs and written reports and keep a file on properties which have property maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.

4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of $1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed $ 75.00 per hour, which is in addition to mileage (at $ .60/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of $1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the $ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.

5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.

7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:

   7.1 Generally. This Agreement may be terminated by either party hereto upon sixty (60) days written notice.

   7.2 Expiration of Term of Contract. This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.

8. **INDEMNIFICATION.** Contractor agrees to indemnity and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.

9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:

   9.1 Commercial General Liability Insurance. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

Code Enforcement Specialists, LLC ("Contractor")

Dated: ______________

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

City of ______________, a Municipal Corporation

Dated: ______________

____
BY: Authorized Client Signature / Title

____
Print Name

____
Mailing Address:

____
City/State/Zip Code:

1-27-24

2023 Board Meetings / Regular Meetings

#	Position	Members	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12
1		David Johnson													I					I		I	I	I		I
2	Treasurer	**David Blachford**	I	I	I	I		I	I	I	I	I		I		I	I	I	I	I	I	I	I	I	I	I
3		Mike Hammill (Bruce)	I	I										I	I	I	I									I
4	2nd Asst	**Ron Hoftiezer**	I	I	I	I	I	I		I	I	I	I	I	I			I	I	I	I	I	I	I	I	I
5		Terry Manning					I							I	I			I	I	I	I	I	I	I		I
6		Rick Norton													I		I					I			I	I
7		Mike Namanny													I		I	I	I	I	I	I	I		I	I
8		Shane Sporrer																								
9	Director Exp 2026	**Scott Gibson**		I		I	I	I		I			I	I	I			I	I	I		I				I
10	Chief	**Steve Resel**	I	I	I	I	I	I	I	I	I	I	I	I	I			I	I	I	I		I		I	I
11		Jeff Moncur (Jazzy)													I		I	I	I	I	I	I	I		I	I
12		Rich Waldrop																				I				I
13		Terry Naber													I				I		I					
14		Kelly Furnholtz																								
15		Rick Oligmueller																				I			I	
16		Lance DeHaai													I									I		I
17		Arlen Gortmaker	I												I	I	I		I	I	I	I			I	I
18		Rod Gortmaker																								I
19	1st Asst	**Brandon Hammill**	I	I	I	I	I	I	I		I	I	I	I	I	I	I	I	I			I	I	I	I	I
20		Chris Kruml													I											
21		Shawn McFarlane													I							I				
22	Director Exp 2024	**Brad Kopecky**	I		I	I		I	I		I			I	I		I	I	I	I		I		I		
23	~~Training~~	**James Waldrop**	I												I				I							
24	Director	Chris Asmus	I					I	I		I	I		I	I		I			I	I	I				
25		Gary Neyens													I		I		I			I		I	I	I
26		Nate VanZee													I				I	I	I	I			I	I
27		Seth Allen													I		I									
28		~~Michael Hammill~~												I	I	I										
29	~~Director Exp 2025~~	**Patrick Price**	I	I	I	I									I											
30	Training	Adam Seeklander		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		I	I	I	I	I
31		Jonathon Dunlap													I			I								
32		Brandon Moore													I				I	I		I	I			I
33		Tyler Swaney													I	I	I									
34		Devyn Gortmaker													I								I	I	I	
35		Corey Resel													I	I	I	I		I	I	I		I	I	
36		Dustin Grahm													I			I		I		I	I		I	I
37	Secretary	**Sheldon Waldrop**		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I
38		Anony Moss													I				I	I					I	
39		~~Walter~~ Taylor Droz																								
40		Stockten Walker																								
															32	8	15	17	18	18	12	23	11	12	15	21

MEMORANDUM FOR RECORD January 16, 2024

SUBJECT: Record Destruction
FROM: Finance Office

1. The following **2018 Payroll** records are to be destroyed:
    a. Rolled Totals Reports: PTD/QTD/YTD
    b. Deposit Notices
    c. W-2's and W-3
    d. Timesheets
    e. Update Journals: Check Register/DED Check Register/GL Distribution/Open DED check information
    f. Quarterly Reports: 941's, Reemployment Assistance
    g. Calculation & Verification Journals
    h. Comp Time Accrual Reports
    i. PR ACH Transaction Update/PR ACH file log
    j. ACH Import Confirmations (ABT website)
    k. Insurance Statements
    l. SDRS Contribution & Confirmation Reports (SDRS-SRP included)
    m. EFPTS confirmations

2. The following **2018 Accounts Payable/Receipts Management** records are to be destroyed:
    a. Expenditure & Revenue Worksheets
    b. Journal Entries
    c. Check Register
    d. Balance Sheets
    e. Cash Balances/Bank Cash Reports
    f. Trial Balance
    g. Receipts
    h. Bank Statements & Reconciliation Reports
    i. Outstanding Transaction Register
    j. Sales Tax Distribution Reports (from DOR)
    k. Accounts Payable General Ledger Summary
    l. Voided Checks/Journals
    m. Expenditure by Department
    n. Check Stubs
    o. 1096 and 1099's
    p. Vouchers

3. The following **2018 Utility Billing** records are to be destroyed:
    a. Billing Register/Summary
    b. Receipt Distribution Listings
    c. Electric & Water Readings/Consumption Reports
    d. Misc./Deposit Charges, Deposit Transfers, Deposit Refunds
    e. Utility Billing Trial Balances/Penalty Calculations/Shut off reports & listings
    f. Corrective Billing & System Maintenance
    g. Meter Installation Sheets and Work Orders
    h. Meter book readings
    i. Electronic Confirmation Acceptance Notice (for postage online – USPS)

4. The following **2018 Miscellaneous** records are to be destroyed:
    a. SDPAA insurance renewals
    b. Health, Vision, Dental, Life Insurance renewals
    c. KBA year-end journal entry records
    d. EOY Processing for PR/AP/RM/UB/GL

BANK CASH REPORT
2023

FUND	BANK NAME GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
	AMERICAN BANK & TRUST						
BANK	AMERICAN BANK & TRUST						1,236,670.08
101	CHECKING	404,629.14	114,314.38	122,494.03	396,449.49	20,426.36	
211	CHECKING	37,847.93	4,334.80	4,046.78	38,135.95		
501	CHECKING	78,416.05	0.00	0.00	78,416.05		
602	CHECKING	316,826.06	53,305.72	37,055.76	333,076.02	2,768.58	
603	CHECKING	375,649.98	181,889.06	562,195.68	4,656.64-	22,741.76	
604	CHECKING	324,743.88	52,687.54	27,792.93	349,638.49	2,463.08	
	PENDING CREDIT-CARD DEPOSITS					729.32	
	DEPOSITS					2,059.74	
	AMERICAN BANK & TRUST TOTALS	1,538,113.04	406,531.50	753,585.18	1,191,059.36	45,610.72	1,236,670.08
	SAVINGS ABT #275231						
BANK	SAVINGS ABT #275231						636,511.84
101	UNRESTRICTED ABT	112,235.61	687.81	0.00	112,923.42		
101	RESERVED AIRPORT AIP ABT	0.00	0.00	0.00	0.00		
101	SWIM POOL CIP ABT	0.00	0.00	0.00	0.00		
602	UNRESTRICTED ABT	3,377.55	80.92	0.00	3,458.47		
602	RESTRICTED ARPA FUNDS	241,248.49	0.00	0.00	241,248.49		
603	UNRESTRICTED ABT	232,873.48	418.08	0.00	233,291.56		
603	RESTRICTED ABT	0.00	0.00	0.00	0.00		
604	UNRESTRICTED ABT	45,428.07	161.83	0.00	45,589.90		
604	RESTRICTED ABT	0.00	0.00	0.00	0.00		
	SAVINGS ABT #275231 TOTALS	635,163.20	1,348.64	0.00	636,511.84	0.00	636,511.84
	SAVINGS QUOIN 5710						
BANK	SAVINGS QUOIN 5710						854,509.18
101	UNRESTRICTED QUOIN	254,862.61	515.17	0.00	255,377.78		
101	REST. QUOIN - OHED BIKE PATH	5,000.00	0.00	0.00	5,000.00		
602	UNRESTRICTED QUOIN	1,894.42	489.42	0.00	2,383.84		
602	RESTRICTED BOND 2009	50,439.60	0.00	0.00	50,439.60		
602	RESTRICTED BOND 2016	12,110.26	0.00	0.00	12,110.26		
602	RESTRICTED BOND 2017	6,387.64	0.00	0.00	6,387.64		
603	UNRESTRICTED QUOIN	309,272.44	1,133.38	0.00	310,405.82		
603	RESTRICTED BOND 2010	0.00	0.00	0.00	0.00		
603	RESTRICTED BOND 2020	68,748.75	0.00	0.00	68,748.75		
604	UNRESTRICTED QUOIN	21,366.73	437.90	0.00	21,804.63		
604	RESTRICTED BOND 2016	105,128.00	0.00	0.00	105,128.00		
604	RESTRICTED BOND 2017	16,722.86	0.00	0.00	16,722.86		
	SAVINGS QUOIN 5710 TOTALS	851,933.31	2,575.87	0.00	854,509.18	0.00	854,509.18
	QUION CD						
BANK	QUION CD						956,192.71
101	QUOIN CD	459,142.14	0.00	0.00	459,142.14		
211	QUOIN CD	25,507.88	0.00	0.00	25,507.88		
602	QUOIN CD	0.00	0.00	0.00	0.00		
603	QUOIN CD	471,542.69	0.00	0.00	471,542.69		

FUND	BANK NAME GL NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
604	QUOIN CD	0.00	0.00	0.00	0.00		
	QUION CD TOTALS	956,192.71	0.00	0.00	956,192.71	0.00	956,192.71
	SD FIT 6-month US Treasury Bond Maturity Date 3/14/24						
BANK	SD FIT						1,000,978.88
101	SD FIT GENERAL	500,485.72	3.72	0.00	500,489.44		
603	SD FIT ELECTRIC	500,485.72	3.72	0.00	500,489.44		
	SD FIT TOTALS	1,000,971.44	7.44	0.00	1,000,978.88	0.00	1,000,978.88
	ABT CDs 6-month CDs Maturity Date 2/29/24						
BANK	ABT CDs						1,000,000.00
101	ABT CD	520,000.00	0.00	0.00	520,000.00		
602	ABT CD	230,000.00	0.00	0.00	230,000.00		
603	ABT CD	0.00	0.00	0.00	0.00		
604	ABT CD	250,000.00	0.00	0.00	250,000.00		
	ABT CDs TOTALS	1,000,000.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
	TOTAL OF ALL BANKS	5,982,373.70	410,463.45	753,585.18	5,639,251.97	45,610.72	5,684,862.69
101	PETTY CASH				275.00		
	PETTY CASH TOTAL				275.00		
	GRAND TOTAL CASH				5,639,526.97		

101 – General
211 – BBB Tax
501 – Airport Capital Improvement
602 – Water
603 – Electric
604 – Sewer

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TAXES TOTAL	107,374.52	1,474,363.11	1,401,500.00	72,863.11-
	LICENSES AND PERMITS TOTAL	1,085.00	9,345.00	9,450.00	105.00
	FEDERAL GRANTS TOTAL	2,750.21	13,163.61	4,163.61	9,000.00-
	STATE GRANTS TOTAL	.00	404,349.00	387,000.00	17,349.00-
	STATE SHARED REVENUE TOTAL	2,983.28	116,612.63	109,500.00	7,112.63-
	COUNTY REVENUES TOTAL	.00	7,232.75	7,550.00	317.25
	CHARGES FOR GOODS & SERV TOTA	18.00	9,670.06	20,000.00	10,329.94
	REC FACILITY FEES TOTAL	.00	29,410.10	22,000.00	7,410.10-
	FINES AND FORFEITS TOTAL	.00	61.65	.00	61.65-
	MISCELLANEOUS REVENUES TOTAL	6,307.54	113,867.64	62,400.00	51,467.64-
	OTHER SOURCES TOTAL	.00	1,705.34	.00	1,705.34-
	TOTAL REVENUE	115,518.55	2,179,780.89	2,023,563.61	156,217.28-
	COUNCIL TOTAL	3,839.14	43,687.42	45,985.00	2,297.58
	CONTINGENCY TOTAL	.00	.00	8,849.00	8,849.00
	ELECTIONS TOTAL	.00	1,754.70	1,775.00	20.30
	ATTORNEY TOTAL	385.00	5,129.96	10,000.00	4,870.04
	FINANCE TOTAL	10,112.87	112,628.31	119,709.00	7,080.69
	BUILDINGS TOTAL	1,577.27	25,845.49	31,275.00	5,429.51
	POLICE TOTAL	30,298.54	406,974.60	415,454.61	8,480.01
	FIRE TOTAL	2,351.37	26,267.29	29,350.00	3,082.71
	CODE ENFORCEMENT TOTAL	315.78	2,897.66	6,000.00	3,102.34
	CIVIL DEFENSE TOTAL	.00	.00	1,000.00	1,000.00
	STREET TOTAL	61,303.59	1,079,724.71	1,200,985.00	121,260.29
	AIRPORT TOTAL	2,000.57	25,907.82	31,335.00	5,427.18
	COVID-19 TOTAL	.00	.00	.00	.00
	HEALTH & WELFARE TOTAL	143.15	6,443.32	6,897.00	453.68
	BALLPARK TOTAL	192.89	78,381.09	79,040.00	658.91
	POOL TOTAL	289.33	84,761.97	85,796.00	1,034.03
	SENIOR CITIZEN ACTIVITY TOTAL	.00	.00	.00	.00
	PARK TOTAL	2,282.25	55,441.36	61,915.00	6,473.64
	ZONING TOTAL	.00	29.15	200.00	170.85
	ECONOMIC DEVELOPMENT TOTAL	7,400.00	89,000.00	89,000.00	.00
	PROMOTION OF CITY TOTAL	.00	7,100.54	7,110.00	9.46
	DEBT SERVICE TOTAL	.00	.00	.00	.00
	CAPTIAL OUTLAY TOTAL	.00	.00	.00	.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	122,491.75	2,051,975.39	2,231,675.61	179,700.22
				E 4th Street Improvements	
	GENERAL TOTAL	6,973.20-	127,805.50	208,112.00-	335,917.50-
	TAXES TOTAL	4,334.80	53,936.12	55,000.00	1,063.88
	MISCELLANEOUS REVENUES TOTAL	.00	316.36	25.00	291.36-
	TOTAL REVENUE	4,334.80	54,252.48	55,025.00	772.52
	POOL TOTAL	.00	.00	9,000.00	9,000.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ECONOMIC DEVELOPMENT TOTAL	4,046.78	44,001.63	44,000.00	1.63-
	TOTAL EXPENSES	4,046.78	44,001.63	53,000.00	8,998.37
	GROSS RECEIPTS TAX FUND TOTAL	288.02	10,250.85	2,025.00	8,225.85-
	OTHER SOURCES TOTAL	.00	1,080.70	47,000.00	45,919.30
	TOTAL REVENUE	.00	1,080.70	47,000.00	45,919.30
	AIRPORT TOTAL	.00	.00	50,000.00	50,000.00
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	50,000.00	50,000.00
	CAPITAL IMPROVEMENT TOTAL	.00	1,080.70	3,000.00-	4,080.70-
	WATER TOTAL	52,811.32	864,572.01	854,385.45	10,186.56-
	TOTAL REVENUE	52,811.32	864,572.01	854,385.45	10,186.56-
	WATER TOTAL	36,241.02	886,549.08	940,635.45	54,086.37
	TOTAL EXPENSES	36,241.02	886,549.08	940,635.45	54,086.37
		E 4th Street Water Line less than budgeted			
	WATER TOTAL	16,570.30	21,977.07-	86,250.00-	64,272.93-
	ELECTRIC TOTAL	157,998.85	2,208,202.06	2,131,500.00	76,702.06-
	TOTAL REVENUE	157,998.85	2,208,202.06	2,131,500.00	76,702.06-
	ELECTRIC TOTAL	538,179.31	2,408,345.75	2,622,960.00	214,614.25
	TRANSFER OUT TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	538,179.31	2,408,345.75	2,622,960.00	214,614.25
			Meters	no T. Line work done	
	ELECTRIC TOTAL	380,180.46-	200,143.69-	491,460.00-	291,316.31-
	SEWER TOTAL	53,236.35	1,629,517.44	2,231,300.00	601,782.56
	TOTAL REVENUE	53,236.35	1,629,517.44	2,231,300.00	601,782.56
	SEWER TOTAL	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SEWER TOTAL	27,742.01	1,625,832.32	2,197,200.00	571,367.68
	TOTAL EXPENSES	27,742.01	1,625,832.32	2,197,200.00	571,367.68
	SEWER TOTAL	25,494.34	3,685.12	34,100.00	30,414.88
	TOTAL PROFIT/LOSS:	344,801.00-	79,298.59-	752,697.00-	673,398.41-

City

Helms & Associates
416 Production Street N.
Aberdeen, SD 57401-8194
Tel: (605) 225-1212 Fax: (605) 225-3189
BOBB@HELMSENGINEERING.COM

CITY OF MILLER
120 West 2nd Street
MILLER, SD 57362-

Invoice

Invoice Date: Dec 20, 2023
Invoice Num: 32855
Billing Through: Dec 16, 2023

MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD DESIGN (A8967:02) - Managed by (205)
AIP # 3-46-0035-015-2024
AGREEMENT DATED 12/06/2023
INVOICE ONE

Project ID	Project Name	Contract Amount	% Comp.	Previously Billed	Amount Due
A8967:02	MILLER AIRPORT TAXIWAY RECONSTRUCTION & ACCESS ROAD DESIGN	$84,960.27	6.00	$0.00	$5,097.62

Total Amount Due: $5,097.62

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 20th day of Dec 2023.
HELMS AND ASSOCIATES ______________________

APPROVAL:

BY: ______________________

TITLE: ______________________

DATE ______________________

Account Summary

Services BTD	Expenses BTD	Billed To Date	Paid To Date	Balance Due
$ 5,097.62	**$ 0.00**	**$ 5,097.62**	**$ 0.00**	**$ 5,097.62**

2024 SOUTH DAKOTA PIPELINE ASSOCIATION
EMERGENCY RESPONSE EXERCISE

TACTICAL PIPELINE RESPONSE TRAINING

NEW DISCUSSION BASED SCENARIO EXERCISES

- Receive updated information and build relationships with your local pipeline operators

Local Government Officials

- Do we have a pipeline emergency?
- Where is the leak or response?
- Whom do we notify?
- Is there an immediate threat to life or property?
- Should emergency responders shut down the pipeline?
- Do we need to start an evacuation or other protective action?
- Will other resources (local, state, federal, private industry) be required?

CAN'T MAKE IT?

Visit Training Center. A self-paced online training available 24/7 for the entire team! Go to trainingcenter.pdigm.com use code: 2024CORE

IN PERSON LIAISON

Lunch Meetings

11:30 am - 12:00 pm	Registration / Lunch
12:00 pm - 1:30 pm	Program

Dinner Meetings

5:30 pm - 6:00 pm	Registration / Dinner
6:00 pm - 7:30 pm	Program

For questions or additional information, contact us at (844) 693-7788 or visit our website at **sdpa.pipelineawareness.org**

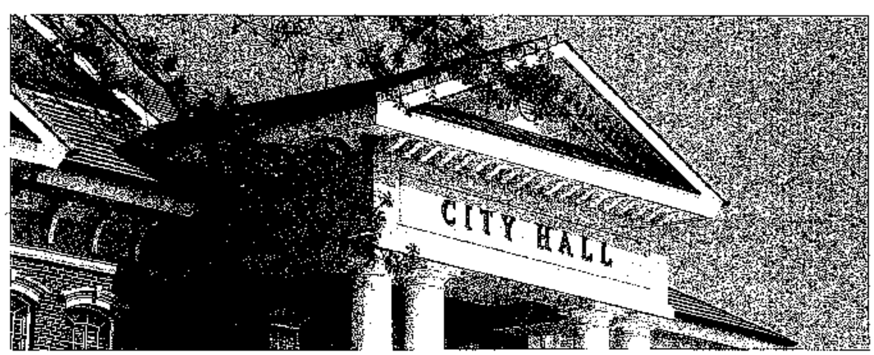
PROGRAM

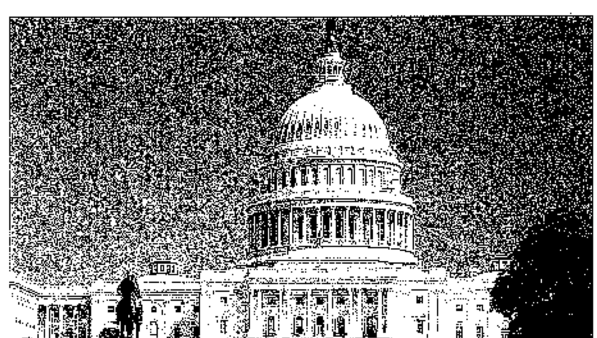
- Know the Operators.....Know their Products
- In-Person Operator Information
- Virtual Incident Scenario
- On-Scene Chemistry/Hazmat Basics
- Valuable Networking and Interaction
- Safe Digging Practices (811)

2024 SDPA SPONSORS

Basin Electric Power Cooperative
Black Hills Energy
Bridger Pipeline LLC
City of Garretson Gas Utility
City of Sioux Falls
Crooks Municipal Gas
Dakota Access Pipeline
Humboldt Gas Utility
Magellan Midstream Partners, L.P.
MidAmerican Energy Company
Montana-Dakota Utilities Co.
Northern Natural Gas
NorthWestern Energy
NuStar Pipeline Operating Partnership, L.P.
South Dakota Intrastate Pipeline Co.
TC Energy - Keystone Pipeline
Watertown Municipal Utilities
WBI Energy Transmission
Xcel Energy

SDPA
South Dakota Pipeline Association





TACTICAL PIPELINE RESPONSE TRAINING

SDPA
South Dakota Pipeline Association

PRESRT STD
U.S. Postage
PAID
Paradigm

Mailing Distribution Facility
P.O. Box 9123
Wichita, KS 67277

**************ALL FOR AADC 570
MILLER CITY COUNCIL
CURRENT CITY COUNCIL
120 W 2ND ST
MILLER, SD 57362-1316

3DX7-BZKM
372

SCAN HERE
to register

or go to
rsvp.pdigm.com

SDPA-PO

REGISTRATION WEBCODE 3DX7-BZKM

Complimentary program includes a meal provided for each attendee

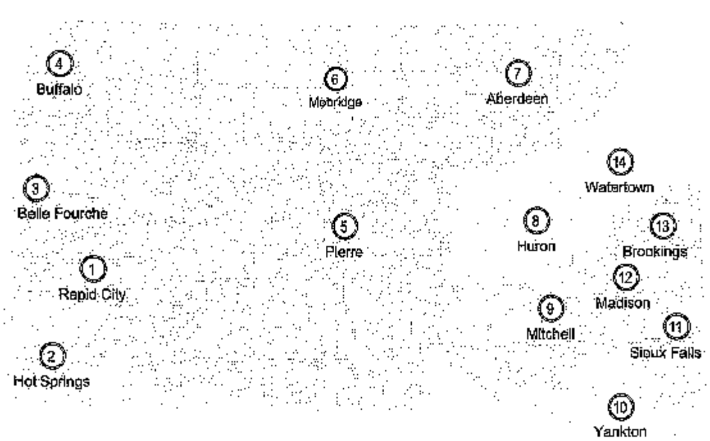
CORE
COORDINATED RESPONSE EXERCISE

IN PERSON – LOCAL PIPELINE RESPONSE TRAINING

Plan, train and engage with your local operators

#	City	Date	Time	Time Zone
1	Rapid City	02/05/24	11:30 AM	MST
2	Hot Springs	02/05/24	5:30 PM	MST
3	Belle Fourche	02/06/24	5:30 PM	MST
4	Buffalo	02/07/24	5:30 PM	MST
5	Pierre	02/12/24	11:30 AM	CST
6	Mobridge	02/13/24	5:30 PM	CST
7	Aberdeen	02/14/24	11:30 AM	CST
8	Huron	02/20/24	5:30 PM	CST
9	Mitchell	02/21/24	11:30 AM	CST
10	Yankton	02/22/24	5:30 PM	CST
11	Sioux Falls	02/27/24	11:30 AM	CST
12	Madison	02/27/24	5:30 PM	CST
13	Brookings	02/28/24	11:30 AM	CST
14	Watertown	02/28/24	5:30 PM	CST

Attending the meeting in your area provides the opportunity to liaise with pipeline operators within your jurisdiction. If the date and time doesn't fit your schedule you may attend any meeting.



Up to **2** In-Service Credit Hours

12

Original Wording:

5.9 Inclement Weather All closures proclaimed as weather related or acts of God by the Governor of South Dakota or as deemed necessary by the Mayor will be paid as standard workdays. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workday (12 hours for police officers). Employees designated as essential, e.g. street department, electric department, and police department, will work a standard workday if possible. Employees not scheduled will not receive any pay for such proclaimed closures.	

New Wording:

5.9 Inclement Weather All closures proclaimed as weather related or acts of God as deemed necessary by the Mayor (upon recommendations from the police officer on duty, Hand County Emergency Manager, and acting street department head) will be paid as standard workdays not to exceed two days per calendar year after which they will be allowed to use sick leave and/or vacation. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workweek. Employees not scheduled will not receive any pay for such proclaimed closures. Employees designated as essential, e.g. street department, and police department, will work a standard workday if possible. If an employee cannot make it to work due to inclement weather, and a closure is not proclaimed by the Mayor, sick leave and/or vacation may be used upon department head approval. Notice of office closures will be posted on close lines (Keloland, KABY) and social media.	