

AGENDA
CITY OF MILLER
WEDNESDAY, JANUARY 22, 2020
7:00 P.M.

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutes pgs. 1 - 3

Public Input

New Business

1. Miller Swim Club
2. Chief Speck – Dog Kennel pgs. 4 - 5
3. Snow Removal
4. Electric Project Invoices:
DGR Engineering Invoices 238881 - 238884 \$10,744.24 pgs. 6 - 7
5. SDMEA – Bill Lewellen pg. 8
6. Resolution 2020-1 Salaries pg. 9
7. Resolution 2020-2 Surplus pg. 10
8. Resolution 2020-3 Bad Debt pg. 11
9. Bad Debt/Surcharges
10. Interlocal Government Agreement pgs. 12 - 14

Approval of Bills

Adjourn



**CITY OF MILLER
CITY COUNCIL MEETING
JANUARY 6, 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, January 6, 2020.

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

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 Swartz to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Rangel, seconded by Alderman Steers to approve the minutes for the regular meeting held on December 16, 2019, and the year-end meeting held on December 27, 2019. All members voted aye. Motion carried.

PUBLIC INPUT

Scott Gibson was present to discuss the snow and ice removal ordinance. One of his customers received a bill from the city for snow removal from their sidewalk. He argued that they did not have ample warning and that the yearly notice published twice a year in *The Miller Press* is not enough to reach everyone. He went on to say that there are other sidewalks in Miller that have not been cleared and wondered if the city is willing to clean all of them and bill accordingly or if it is a matter that should go to bid.

NEW BUSINESS

KBA Engagement Letter: Motion by Alderman Rangel, seconded by Alderman Odegaard to have Mayor Blachford sign the engagement letter to have KBA compile the annual report. All members voted aye. Motion carried.

Community Meeting Volunteers: Bob Steers, Jeff Swartz and SuAnne Meyer will be the panel for the "Ask a Council Member" session at the community center on January 15th @ 7:00 p.m.

Farm & Home Show Schedule: Tony Rangel and SuAnne Meyer will set up the booth at the Farm & Home Show on Friday, January 17th. Bob Steers and Joe Zeller will be present Friday evening. SuAnne Meyer and Ron Blachford will work on Saturday. Motion by Alderman Steers, seconded by Alderwoman Meyer to donate two \$50.00 Utility Credit Vouchers at the Farm & Home Show. All members voted aye. Motion carried.

Code Enforcement Contract: Motion by Alderman Rangel, seconded by Alderman Odegaard to have Mayor Blachford sign the agreement with Code Enforcement Specialists, Joel Johnson. All members voted aye. Motion carried.

Memorandum for Destruction: Motion by Alderman Steers, seconded by Alderman Zeller to approve the Memorandum for Destruction. All members voted aye. Motion carried.

Water/Sewer Project: Motion by Alderwoman Meyer, seconded by Alderman Odegaard to pay SPN Phase I invoices 20661-20662 and Phase II invoices 20663-20665 for a total of \$72,493.00. All members voted aye. Motion carried. Motion by Alderman Odegaard, seconded by Alderman Zeller to approve Dahme Construction Pay Request No. 15 for \$3,422.70. All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderman Rangel to approve Dahme Construction Change Order No. 4. All members voted aye. Motion carried.

Electric Project: Motion by Alderman Steers, seconded by Alderman Swartz to approve DGR Engineering invoices 238336-238338 for \$24,256.64. All members voted aye. Motion carried. Motion by Alderwoman Meyer, seconded by Alderman Rangel to approve the final

payment estimate for Primoris T&D Services of \$55,958.78. All members voted aye. Motion carried.

Helms & Associates: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve invoice #20730 for Helms & Associates for \$3,832.48. All members voted aye. Motion carried.

Hire Custodian: Motion by Alderman Rangel, seconded by Alderwoman Meyer to hire the applicant for the custodian position. (Pending no further applications prior to January 15th.) All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderman Steers to pay the same \$12.53/hour that Tim & Verna McMahon were receiving. All members voted aye. Motion carried.

2020 Cost of Living: Motion by Alderwoman Meyer, seconded by Alderman Swartz to not give a cost of living increase to full time employees. Seasonal employees will still be based on SD minimum wage with a 2% increase for each year of service. Roll call vote: Alderman Steers – aye, Alderwoman Meyer – aye, Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Swartz – aye. Motion carried.

UNFINISHED BUSINESS

2020 Grants/Utility Credits: Motion by Alderman Zeller, seconded by Alderman Rangel to donate \$1,000 to Miller C&C for fireworks, \$2,000 to Wheels and Meals, and \$75,000 to On Hand Economic Development; and, Utility Credit Grants of \$600 to Hand in Hand Daycare, \$1,500 to Helping Hands, and \$1,600 to McWhorter House Museum. Alderman Steers asked Agtegra to sponsor the baseball association. The Miller youth golf program will acquire funds elsewhere. All members voted aye. Motion carried.

APPROVAL OF BILLS: Motion by Alderman Swartz, seconded by Alderman Rangel 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 8:31 p.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

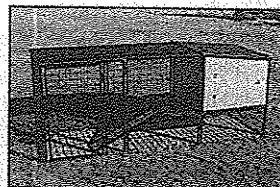
LEGAL NOTICE OF RECEIPT

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

Bills January 2020 (1)

3E Electrical Engineering	Annual Inspection	375.00
Agtegra	Fuel	2,995.74
Bob's Disposal	Garbage	179.00
BSE	Supplies	80.16
City Utilities	Utilities	10,044.65
Code Enforcement Specialists	Code Enforcement	1,500.00
Dahme Construction	Phase II Construction	3,422.70
DPC	Inspection Agreement	760.00
DGR	Cap Imp	24,256.64
Fastenal	Supplies	130.91
Helms & Associates	Prof Fees	3,832.48
John Deere Financial	Supplies	108.22
Krohmer Plumbing	Repairs	400.51
MicroFix	Computer	1,589.00
MDRWS	Water	17,445.00
Miller Ace	Supplies	591.57
Miller C&C	Membership	400.00
MMUA	Dues	375.00
OHED	Industry	4,323.16
Postmaster	Postage	325.00
Primoris T & D Services	Cap Imp	55,958.78
Resco	Conduit	324.00
SDARWS	Registration	500.00
SD DENR	2020 WW Fee	1,500.00
SD Public Health Lab	Tests	30.00
South Dakota Arms	Ammo	190.00
SPN	Prof Fees	72,493.00
Stuart C Irby Co	Testing	156.19
US Bank	Loan	17,803.76
Wesco	Supplies	210.00
	Accounts Payable Total	<u>\$222,300.47</u>

Payroll Salary plus	12/24/2019			
Benefits by Department:	& 1/7/2020			
Department	w/o OT	OT	Total	
41110 COUNCIL	2,201.45	0.00	2,201.45	
41410 FINANCE OFFICE	2,594.40	0.00	2,594.40	
41910 BUILDING	627.22	0.00	627.22	
42110 POLICE	22,959.73	3,137.05	26,096.78	
43110 STREET	10,184.92	531.93	10,716.85	
43210 SEWER	10,183.72	91.32	10,275.04	
43310 WATER	10,183.56	91.31	10,274.87	
43410 ELECTRIC	23,177.32	1,540.27	24,717.59	
	<u>\$82,112.32</u>	<u>\$5,391.88</u>	<u>\$87,504.20</u>	



*Optional Raised Flooring Available On Checkout

INCLUDES:

- Digging Prevention System (2) 8' Dig Bars (1) 4' Dig Bar
- 4' x 4' Kennel Castle 14' Run
- 4' x 4' Tile Flooring under the House
- (1) 2' x 4' porch panel with (2) 4' Cross Bars
- (1) 4' Welded Wire Panel
- (1) 8' Welded Wire Panel
- (1) 8' Welded Wire Door Panel
- 4' x 8' Metal cover
- (2) Free Kennel Mounted Bowls

5' TALL
WELDED WIRE
\$1543

➔ Add To Cart

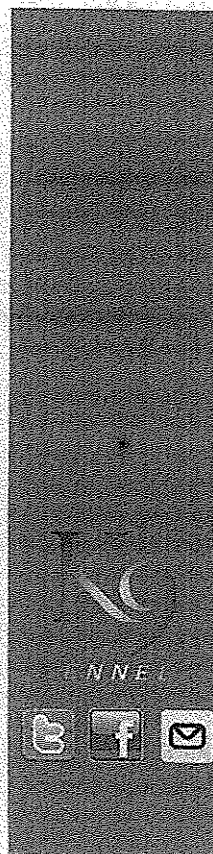
K9 KENNEL CASTLE DESCRIPTION

K9 Kennels' dog kennels are built to last! Our welded wire panels are much more durable than chain link. K9 Kennel enclosures are available in over 30 sizes, are easy to assemble and come in single or multiple dog runs. K9 Kennels' modular kennels are the most economical of professional dog runs. They are made of welded wire in 2' x 4' squares. They offer tremendous standard features for the least investment. They are the choice of show breeders, police units and hunting dog enthusiasts as well as backyard pet owners.

K9 Kennels have a powder coated finish which provide an attractive, weather and acid resistant coating that ensures years of protection from pet waste and other elements associated with kenneling. Suitable for home or professional use.

K9 Kennel Store can provide your pet and companion with plenty of exercise space in the form of our Welded Wire or Expanded Metal modular kennel systems. These kennel systems ship with panels prefabricated, making assembly and installation quick and easy! Simply stand panels upright in desired configuration and pin together for support. Both our 2' x 4' 8-gauge welded wire or 14 gauge expanded metal is welded directly to the 1" steel square tubing frame.

1-1/2" legs on each panel allow kennel installations to be easily cleaned. Rounded corners at the top of kennel prevent canvas tops from tearing or ripping. Door panels feature a 32" wide opening and our built-in hinge system keeps gates and animals secure. Our Welded Wire Modular Kennel Panels are available 4', 8', or 8' long and all panels are 6' tall. Customization is also available. Panels ship by common carrier (large truck). Product carries a one year manufacturer's warranty. Also available in a complete kennel system are our Heavy Duty, Peaked Canvases Tops and Side Covers, our exclusive Digging Prevention System, Kennel-Mounted Food Bowls as well as Swivel Mounted Food Bowls (which prevent dogs from knocking over their dishes) and much, much more.

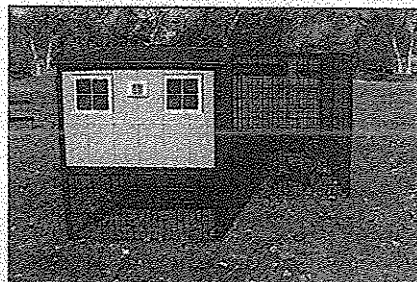


<https://k9kennelstore.com/GM/31-GM-4%20X%204%20Castle%204%20X%208%20Run%20Complete?mselid=63d88c35c2...> 12/27/2019

K9 Kennel Castle

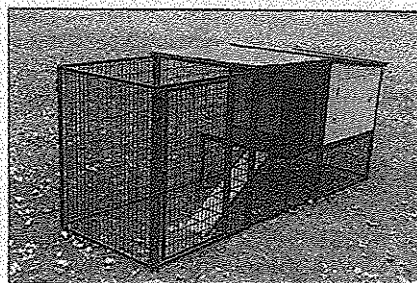
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Optional Windows: To give your dog additional light you can add up to two windows. These 12" x 12" windows are made of tempered glass making it impossible for your dog to break. Sold separately



The K9 Kennel castle comes in three convenient packages.

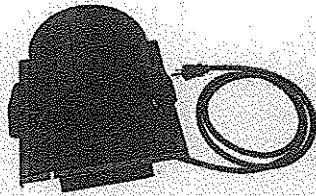
"The Basic" includes the Kennel Castle, 1- 4' ramp, run and roof to cover the porch area of the run.



"The Complete" includes the Kennel Castle, 1-4' ramp, porch, digging prevention system, 4' x 4' section of tile Flooring under the house, run and roof to cover the porch area of the run. Plus a FREE GIFT of two kennel mounted Bowls.

<https://k9kennelstore.com/Kennel%20Castle.html>

12/27/2019



AKOMA Dog Kennel Heater & Fan Combo

This combination dog kennel heater and cooling fan lets you keep your pet comfortable in the summer AND the winter with a single compact, safe, and durable product. Flip a switch, turn the thermostat clockwise, and this unit functions as a dog kennel heater. Flip another switch, adjust the thermostat accordingly, and it becomes a dog house ventilator. Easy to install and easy to use!

Dimensions: approx. 10"L x 10"W x 5 1/4"D

Features:

- 7 foot cold weather rated cord
- Metal cord cover for protection from chewing
- Rounded corners for pet's safety
- Weighs only 8 lbs.

In Heat Mode:

Safe, dry heat
Long life replaceable heating element
Element rated at 100,000 on/off cycles
Heats up to 32-40 cubic foot houses
Lower portion is warm to the touch
Automatic safety shut off prevents overheating
Heat shield detector for safer operation
150 watts of heating power for large houses

Average Furnace Temperature Ranges:

Low to Medium - 32-50 degrees F
Medium to High - 50-80 degrees F

Most people set their Hound Heater Furnace slightly above Medium. Please remember that the size of your dog house, its level of insulation, and door greatly affect the Furnace's ability to reach any of these temperatures.

In Breeze Mode:

Very quiet - less than 45 decibels
Draws about 10 watts
Displaces 24+ cubic feet of air per minute
The Breezer fan will change out all the air in a typical dog house every minute
Fan life expectancy of 30,000 hours
Breezer mode costs less than \$1 per month on average if run every day

\$165

Heater & Cooler

[Add To Cart](#)

<https://k9kennelstore.com/Dog-Kennel-Cooling.html>

12/27/2019

DOG KENNEL SWIVEL BOWLS

Page 2 of 3



SWIVEL BOWL BRACKET & BOWLS

- Pre installed at time of dog kennel purchase
- Bolts to the dog kennel wires using a metal frame
- Door Unlocks and swings open
- Easy to fill the food and water bowls
- Swing shut and latch
- Two 64oz stainless steel bowls included
- Mounting hardware are included.

Includes:

- (2) 64 Ounce Steel Bowls
- (1) Swivel Bowl Mounting Bracket
- (1) Swivel Bowl Mounting Frame
- (1) Connection Bolt

\$77

[Add To Cart](#)

How to feed your dog without him escaping

Ever wondered how to feed your dog without him jumping on you. With our Kennel Mounted Swivel Bowl System, feeding time is so much easier and efficient compared to the traditional feeding system. You can put in food and water inside the kennel without opening the main gate, thus eliminating the chance of your pet charging out. The swinging panel is located at the side of the kennel and the two bowls swivel to the outside of the dog run for feeding access, then swings back to the inside of the dog run for your pet to have access to his food and water. This setup is especially suitable for animal hospitals, pet rescues, breeders, trainers and humane societies for handling the feeding of hostile or aggressive dogs, or if you have multiple dogs to feed on a schedule.

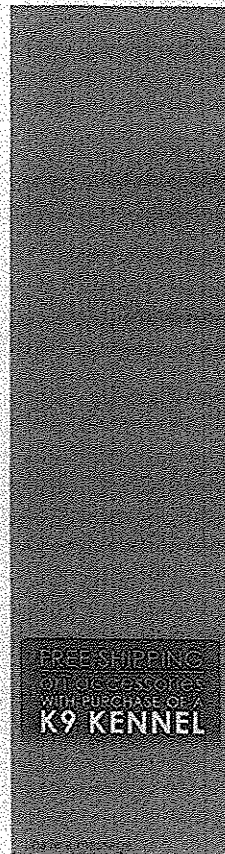
You can also let your kids do the feeding of the pets without worrying about their safety or creating a mess. The swivel bowls can be pre-installed when buying a new kennel, or you can attach it to your existing kennel. Just cut off the wires in the dog run and bolt the Swivel Bowl System into place. Also, keep in mind that all of our Professional Kennels come with this system built in and no extra cost.

Feeding time is not always the best of times for some dog owners. Some dogs are too eager to get to their food so they jump up to you or snag the food away from you. This type of behavior can create a major mess in the dog kennel or even create a mess out of you. Your eager canine could also tip his food bowl or puppy water bowl if just placed on the kennel floor. Avoid these problems once and for all with this easy rotating dog bowl system, something that every K9 Kennel should have.

Visit our Homepage now and explore other quality products from our line. We have pet supplies and kennel accessories. Our products come with a manufacturer's warranty, so you can sure of its quality! Contact us and get your K9 Kennel Store products today!

<https://k9kennelstore.com/Swivel-Bowls.html>

12/27/2019





1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
phone: 712.472.2531 - fax: 712.472.2710

Invoice

City of Miller
Mr. Bill Lewellen, Electric Department
120 West 2nd Street
Miller, SD 57362

January 14, 2020
Project No: 420600.00
Invoice No: 00238831
Project Manager: Andrew Koob

Invoice Total: \$105.00

Project: 420600.00 Misc. Electrical Engineering Services As Requested By Owner.

Task Order #0000

Professional Services through December 31, 2019

Task	0017	Rate Update		
Professional Personnel				
Engineer 14				
	Hours	Rate	Amount	
	.50	210.00	105.00	
Totals	.50		105.00	105.00
Total Labor				
		Total this Task		\$105.00

Respectfully Submitted:

Andrew Koob



1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
phone: 712.472.2531 - fax: 712.472.2710

Invoice

City of Miller
Mr. Bill Lewellen, Electric Department
120 West 2nd Street
Miller, SD 57362

January 14, 2020
Project No: 420612.00
Invoice No: 00238862
Project Manager: Andrew Koob

Invoice Total: \$292.00

Project: 420612.00 69 kV Transmission Improvements

Task Order No. 6

Professional Services through December 31, 2019

Task	Professional Personnel	Hours	Rate	Amount
X500	Engineer 8	2.00	146.00	292.00
Totals		2.00		292.00
Total Labor				\$292.00
Total this Portion				\$292.00
AMOUNT DUE THIS INVOICE				\$292.00

Respectfully Submitted:

Andrew Koob



1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
phone: 712.472.2531 - fax: 712.472.2710

Invoice

City of Miller
Mr. Bill Lewellen, Electric Department
120 West 2nd Street
Miller, SD 57362

January 14, 2020
Project No: 420613.00
Invoice No: 00238883
Project Manager: Andrew Koob

Invoice Total \$89.50

Project: 420613.00 Distribution Improvements

Task Order No. 7

Professional Services through December 31, 2019

Task X400 Construction Phase

Professional Personnel	Hours	Rate	Amount
Engineer 11	.50	179.00	89.50
Totals	.50		89.50
Total Labor			89.50

Total this Portion \$89.50

AMOUNT DUE THIS INVOICE \$89.50

Respectfully Submitted:

Andrew Koob



1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
phone: 712.472.2531 - fax: 712.472.2710

Invoice

City of Miller
Mr. Bill Lewellen, Electric Department
120 West 2nd Street
Miller, SD 57362

January 14, 2020
Project No: 420614.00
Invoice No: 00238884
Project Manager: Andrew Koob

Invoice Total \$10,257.74

Project: 420614.00 SCADA System

Task Order No. 8

Professional Services through December 31, 2019

Task 0200 Final Design Phase

Lump Sum Portion	Total Fee	Percent Complete	42.00	Total Earned	24,234.00
	57,700.00			Previous Fee Billing	14,425.00
				Current Fee Billing	9,809.00
				Total Fee	9,809.00

Total this Task \$9,809.00

AMOUNT DUE THIS INVOICE \$10,257.74

Respectfully Submitted:

Andrew Koob

Task X400 SCADA Integration

Professional Personnel

Engineer 6

Totals
Total Labor

Hours	Rate	Amount
2.50	126.00	315.00
2.50		315.00

Total this Task \$315.00

AMOUNT DUE THIS INVOICE \$10,257.74

Task X550 SCADA Equipment

Reimbursable Expenses

Direct Project Expenses

12/2/2019 Loken, Patrick

Total Reimbursables

133.74
133.74

Total this Task \$133.74

AMOUNT DUE THIS INVOICE \$10,257.74

Respectfully Submitted:

Andrew Koob

2020 SUPERINTENDENT AND FOREMAN CONFERENCE



MARCH 3 AND 4, 2020 | BEST WESTERN RAMKOTA | WATERTOWN, SD

\$100 EARLY BIRD REGISTRATION | \$125 LATE REGISTRATION

TUESDAY, MARCH 3

11:00 AM - 12:30 PM	Registration
12:30 - 1:15 PM	SD Retirement Systems <i>Alan Freng, SDRS Planner</i>
1:15 - 2:00 PM	South Dakota Bid Laws <i>Rod Fortin, SD Dept of Legislative Audit</i>
2:00 - 2:45 PM	Arc Flash <i>Mike Willets, MMUA</i>
2:45 - 3:00 PM	Break
3:00 - 3:45 PM	FR Clothing <i>Zeke Mader, Bulwark</i>
4:00 - 6:00 PM	Vendor Show
6:45 PM	Prime Rib Dinner

WEDNESDAY, MARCH 4

7:30 - 8:30 AM	Breakfast
8:30 - 9:15 AM	Solar <i>GenPro Energy Solutions</i>
9:15 - 10:00 AM	Common Vulnerabilities, Protective Measures, and DHS Cybersecurity and Infrastructure Security Agency Resources <i>Scott Davis, Dept of Homeland Security</i>
10:00 - 11:00 AM	Energy Storage <i>Tom Rose, CMG</i>
11:00 - 11:45 AM	Electric Vehicles <i>Kurt Hauser, MRES</i>
11:45 AM - 12:30 PM	HCPD, MRES, SDMEA Updates
12:30 - 1:30 PM	Lunch

8

REGISTER ONLINE AT [HTTPS://2020SDMEAConference.Eventbrite.com](https://2020SDMEAConference.Eventbrite.com)

The registration fee includes all meals. Registration deadline is February 26, 2020. A block of rooms is held at the Best Western Ramkota. Please reference SDMEA conference when registering. Call 605-886-8011 to make reservations. Room rate is \$89.99+tax.

RESOLUTION NO. 2020-1*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
SuAnne Meyer	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	\$28.36 per hour, Flex Meeting Time
Cindy Deuter	\$18.27 per hour, Flex Meeting Time
Christi Danburg	\$15.88 per hour, Flex Meeting Time

POLICE DEPARTMENT

Shannon Speck	\$23.96 per hour, Grant OT/Worked Holiday - \$35.94
Wayne Ames	\$21.76 per hour, Grant OT/Worked Holiday - \$32.64
Chris Henrikson	\$18.55 per hour, Grant OT/Worked Holiday - \$27.83
James Henson	\$17.96 per hour, Grant OT/Worked Holiday - \$26.94

STREET DEPARTMENT

Ron Hoftiezer	\$25.33 per hour, Flex Meeting Time
David Phinney	\$19.63 per hour, Flex Meeting Time
Doug Purrington	\$15.00 per hour (Part-time)

ELECTRIC DEPARTMENT

Bill Lewellen	\$33.50 per hour, Flex Meeting Time
	\$20.00 per day when on call
Josh Koeck	\$29.02 per hour, Flex Meeting Time
	\$20.00 per day when on call
Haydn Herman	\$26.12 per hour, Flex Meeting Time
	\$20.00 per day when on call

WATER/SEWER DEPARTMENT

Terry Manning	\$28.41 per hour, Flex Meeting Time
Gordon Gross	\$17.34 per hour, Flex Meeting Time
Brandon Hammill	\$16.55 per hour, Flex Meeting Time

JANITORIAL

Sandra Selting	\$12.53 per hour
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<u>CERTIFIED POLICE SUBSTITUTES</u>	\$15.65 per hour
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<u>SNOW HAULING EMPLOYEES</u>	\$12.98 per hour
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<u>SWIMMING POOL MANAGER</u>	\$13.62 per hour
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SEASONAL EMPLOYEES**10% CDL/WSI**

Base Pay	\$9.30	(No Experience)	\$10.23
Returning with 1 year experience/longevity	\$9.49	(Base plus 2% of Base)	\$10.44
Returning with 2 years experience/longevity	\$9.67	(Base plus 4% of Base)	\$10.64
Returning with 3 years experience/longevity	\$9.86	(Base plus 6% of Base)	\$10.85
Returning with 4 years experience/longevity	\$10.04	(Base plus 8% of Base)	\$11.04
Returning with 5 years experience/longevity	\$10.23	(Base plus 10% of Base)	\$11.25

Private Lessons: Lifeguards will receive 70% of the private lessons fee, the city will keep 30%.

Adopted this 22nd day of January 2020.

ATTEST:

Sheila Coss, Finance Officer
(SEAL)

Ronald Blachford, Mayor

RESOLUTION NO. 2020-2
The City of Miller is an equal opportunity employer.

BE IT RESOLVED AS FOLLOWS:

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

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

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

Electric Department

5/8% Step-Voltage Regulator valued at \$350.00

Dated this 22nd day of January, 2020

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

RESOLUTION 2020-3

The City of Miller is an equal opportunity employer.

WHEREAS, The City Finance Office has determined that a certain utility billing account for Dominique M. Nichols, totaling \$590.82 is determined to be uncollectable due to Bankruptcy; and,

WHEREAS, it is necessary to relieve the accounts receivable of the City of Miller of this account.

NOW, THEREFORE BE IT RESOLVED, that the City Finance Officer be directed to remove such account from the active accounts of the City of Miller.

Dated this 22nd day of January 2020.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

**INTERLOCAL AGREEMENT FOR
CITY FINANCE OFFICER SERVICES**

THIS AGREEMENT is made and entered effective the _____ day of January 2020, 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 office 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 2020 and continuing through the 31st of December 2020.

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. Hourly Rate.

In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller on a pro-rated hourly basis according to the following schedule:

For Sheila Coss, Finance Officer:

Standard Hourly Rate \$37.30

Overtime Hourly Rate \$55.95

For Cindy Deuter, Deputy Finance Officer:

Standard Hourly Rate \$25.83

Overtime Hourly Rate \$38.75

b. Time Calculation.

Time shall be prorated to the quarter of an hour (0.25), or in fifteen-minute increments.

Miller shall send St. Lawrence an itemized invoice for services at the end of each month; payment from St. Lawrence is due thirty (30) days from its receipt of the invoice.

For the purposes of this Agreement, overtime shall be calculated and applied consistent with and reflective of the current staff persons' employment with the City of Miller, except that overtime shall be limited to and may not exceed the total hours worked outside of normal business hours, or away from the Miller office, or both. By way of example and not limitation:

i. Cindy Deuter works a total of 40 hours one week on all tasks for both parties. The invoice would reflect 40 hours at the standard rate.

ii. Cindy Deuter works a total of 44 hours one week, including 40 hours for Miller and 4 hours for St. Lawrence (all of which were during normal business hours and conducted at the Miller office). The invoice would reflect 4 hours at the standard rate.

iii. Cindy Deuter works a total of 44 hours one week, including 36 hours for Miller, and 6 hours for St. Lawrence (4 of which were public meetings away from the Miller office and outside normal business hours). The invoice would reflect 2 hours at the standard rate, and 4 hours at the overtime rate.

iv. Cindy Deuter works a total of 50 hours one week, including 42 hours for Miller, and 8 hours for St. Lawrence (7 of which were at the Miller office, but outside normal business hours). The invoice would reflect 1 hour at the standard rate, and 7 hours at the overtime rate.

Notwithstanding anything in this paragraph, if a staff person spends twenty-five percent (25%) or more of their time performing duties under this Agreement for St. Lawrence, St. Lawrence shall be responsible to pay all actual overtime hours at the overtime rate. By way of example and not limitation:

i. Cindy Deuter works a total of 45 hours one week, including 30 hours for Miller, and 15 hours for St. Lawrence, or thirty-three percent (33%) of her time. All of the 15 hours were performed at the Miller office during normal business hours. The invoice would reflect 10 hours at the standard rate, and 5 hours at the overtime rate.

c. 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.

d. 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.

e. 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 injury 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