AGENDA CITY OF MILLER MONDAY, FEBRUARY 6, 2023 7:00 P.M.

The City of Miller is an equal opportunity employer.

	o Order ge of Allegiance	
Appro Appro	oval of Agenda oval of Minutespgs.	. 1 - 3
Public	c Input	
Depa	rtment Head Reports pgs. 4	4 - 10
Old B	usiness	
1.	2 nd Reading of Ordinance #743 – Fee Schedule	ıg. 11
2.	2 nd Reading of Ordinance #744 – Electric Rates	g. 12
3.	2 nd Reading of Ordinance #745 – Electric Base Ratesp	ıg. 13
4.	Electric Department On-call Pay	
<u>Ne</u> w	<u>Business</u>	
1.	Dakota Energy Agreementpgs. 14	4 - 21
2.	Milbank WinWater Metersp	g. 22
3.	Special Event Liquor License – Turtle Creek Saloon, LLC	
4.	Plat of East 4 th Streetpgs. 23	3 - 25
5.	Advertise for Bids – East 4 th Street Project	
6.	Employee Policy Revisionspgs. 20	5 - 2 7
	a. 3.1 – clarification of "Regular Full-Time Employee"	
	b. 5.3 – clarification of "Standard Work Day"	
	c. 7.11.1 – "Work on a Holiday" (police dept.)	
7.	Credit Card Policypgs. 23	3 - 31
8.	Procurement Policypgs. 3	2 - 41
9.	Code Enforcement Specialists, LLC Agreementpgs. 43	2 - 45
	District 5 Meeting (Mar. 20th) Attendeesp	g. 46
11.	Change March 20 th Meeting Date	
	GOED – Capital Improvement Plan Grant	
	KBA Annual Report Agreementpgs. 5	
	Municode Supplement #8 - \$1,431.00	_
1 5.	NECOG Performance Report	7 - 71

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 17, 2023

The City of Miller is an equal apportunity employer

The City Council met in regular session at city hall at 7:00 p.m. on Tuesday, January 17, 2023.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen: Jim Odegaard, Tom McGough, Joe Zeller, Alderwomen: Tammy Lichty and Susan Hargens. Absent: Mike Wetz.

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

Pledge of Allegiance was said by all present.

<u>AGENDA</u>: Motion by Alderman McGough, seconded by Alderwoman Lichty to approve the agenda. All members voted aye. Motion carried.

<u>MINUTES</u>: Motion by Alderwoman Hargens, seconded by Alderman Zeller to approve the minutes for the regular meeting held on January 3, 2023, and the special meeting held on January 10, 2023. All members voted aye. Motion carried.

PUBLIC INPUT

Jan Kittleson expressed her concern about the snow on the sidewalks. She stated that a young gentleman had to walk to the armory on the street as the sidewalks were not cleaned. Alderman McGough expressed his concern about the bill to remove sales tax on groceries. Sheila Coss mentioned that the council can receive weekly legislative updates via email, so they know what bills to contact their representatives about.

UNFINISHED BUSINESS

Electric Department On-call: Alderman McGough stated that the committee met to discuss the on-call rate for the electric department. McGough stated that they discussed an hourly salary rate per day as the on-call rate. Alderwoman Hargens stated that there were several options for on-call, and they had also talked about 1.5 hours of the salary rate for on-call. Motion by Alderwoman Hargens, seconded by Alderman Odcgaard to table a decision until the next meeting. All members voted aye. Motion carried.

Farm & Home Show: Aldermen McGough and Zeller will work at the Farm & Home show Friday night, Alderwoman Hargens and Mayor Blachford will work on Saturday.

NEW BUSINESS

Fire Department Roster: Motion by Alderman Odegaard, seconded by Alderman McGough to approve the volunteer fire department roster for workers compensation benefits. All members voted aye. Motion carried.

Ordinance #744 - Electric Rates: Mayor Blachford read the first reading of Ordinance #744 - Electric Rates. The Dobt Service Surcharge rate will remain the same, but the Energy and Demand Charge rates along with the base fees have increased slightly to cover the WAPA rate increase.

Ordinance #745 – Electric Base Rates: Mayor Blachford read the first reading of Ordinance #745 – Electric Base Rates. Beginning with March usage, the base rate will be charged on all accounts regardless of whether the electricity is turned on or off for a short period.

Terry Manning – Municipal SDARWS Utilities Manager of the Year: Mayor Biachford congratulated Terry Manning on receiving the Municipal SDARWS Utilities Manager of the Year award last week at the annual convention. This award and previous awards earned show the quality of our city employees.

Terry Manning – Director on SDARWS Board: Terry Manning was elected to the SDARWS Board of Directors at the annual convention.

DANR Letter – **Phase IV:** Mayor Blachford read a letter from DANR supporting a Phase IV water project. The project would include replacing all asbestos cement water lines, looping

the water system, improving the water tower and ground storage, and plugging the abandoned wells.

Police Chief Benefits: The city policy manual states that an employee must work an average of 40 hours per week to qualify for full time benefits. Police Chief Ted Huss did not meet that requirement during his first seven weeks of employment. Motion by Alderwoman Lichty, seconded by Alderman Odegaard to allow Chief Huss to keep the benefits that he did not earn during the first seven weeks of employment. All members voted aye. Motion carried. Going forward, Chief Huss will comply with city policy.

Approval of the Bills: Motion by Alderwoman Hargens, seconded by Alderman Odegaard to approve the bills. All members voted aye. Motion carried.

Motion by Alderwoman Lichty, seconded by Alderman McGough to adjourn the meeting. There being no further business, the meeting was adjourned at 8:03 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 2023		
A & B Business	Supplies	214.91
Advanced Collision	Repairs	405.00
American Solutions	Supplies	29.37
B & L Communications	Service	511.40
BDS	Garbage	350.00
City Utilities	Utilities	10,210.47
Core & Main	Supplies	313.67
Cowboy Country Stores	Fuel	4,004.15
DGR Engineering	Prof Fees	424.00
Donlin Building	Supplies	41.62
First Interstate Bank	Mastercard-Water/Supplies	29,135.85
Forte	Prof Fees	237.30
Fritzsche, Dan	Reimb	15.00
Graham, Dustin	Reimb	15.00
Gross, Gordon	Reimb	15.00
Hammill, Brandon	Reimb	165.1 9
Hand County Publishing	Subscription	55.00
Heartland Energy	Power	71,872.46
John Deere Financial	Supplies/Parts	1,730.97
Letsche, Devin	Reimb	15.00
Manning, Terry	Reimb	71.00
Milbank WinWater	Supplies	1,815.00
Miller Ace	Supplies	554.13
Miller C&C	· Membership	350.00
Miller Rexall	Sup p lies	21.96
MMUA	Prof Fees	4,376.88
NAPA	Parts	318.35
NECOG	Dues	1,720.07
Northern Truck	Parts	3,885.78
Oakley Farm & Ranch	Supplies	144.24
OHED	Industry/80% BBB	11,820.57
Phinney, David	Reimb-jacket	69.99
Postmaster	Postage	450.00
Prairieland Collections	Prof Fees	17.50
Pump 'N Pak	Fuel	593.32
Riter Rogers Law	Prof Fees	595.00
Rural Development	Loans	16,403.00
SD Attorney General	24/7 Program	90.00
SD DANR	Wastewater Fees	1,500.00
SD DOR	Sales Tax	8,068.18
SPN	Prof Fees	7,600.00
Stuart C Irby	Supplies	475.00
Sturdevant's	Parts	44.94
Tony's Repair	Supplies/Service	325.75
Twin Valley	Repairs	60.00
UB Bank	Loan	18,165.39
WAPA	Power	52,729.69
Wesco	Supplies	211.00
	Accounts Payable Total	\$252,238.10

Payroll Salary plus	12/30/2022, 01/05/2023,								
Benefits by Department:	01/19/								
Department	w/o OT	OT	Total						
41101 COUNCIL	3,439.44	0.00	3,439.44						
41402 FINANCE OFFICE	6,563.43	0.00	6,563.43						
41902 BUILDING	291.16	0.00	291.16						
42101 POLICE	26,737.91	4,469.86	31,207.77						
43101 STREET	16,419.02	1,083.76	17,502.78						
43201 SEWER	11,435.31	540.29	11,975.60						
43305 WATER	11,435.13	540.25	11,975.38						
43403 ELECTRIC	19,120.87	233.38	19,354.25						
	\$95,442.27	\$6,867.54	\$102,309.81						

City Council Meeting Department Head Reports February 6, 2023

Police Department Report See Attachment.

Street Department Report

- 1. We took down the Christmas lights along the highways.
- 2. We widened most of the streets.
- 3. We have been cleaning snow around the drop inlets and corners.
- 4. We had to push up the snow that was hauled out at the Legion. Hand County Highway and Steve Resel also helped.
- 5. We have been cutting some branches above the streets.
- 6. We cut the big cottonwood tree that was hanging over Crystal Lake. (The trunk was split after the windstorm, and I wanted to wait until there was enough ice so that it wouldn't puncture the liner.)
- 7. We hauled snow off the armory parking lot before the Farm & Home Show.
- 8. We sanded all the streets, gravel roads and alleys, to try and cut the ice. (multiple times)
- 9. The bearings and seals are back in the loader mounted snow blower. David took it out and blew a bunch of snow out at the airport to help prevent drifting.
- 10. We did some preventative maintenance on the John Deere blade.
- 11. We fixed the lights on the #1 truck and installed a new heater motor.
- 12. I finished my pesticide recertifications.

Water/Sewer/Airport Department Report

- 1. We've been busy doing inventory.
- 2. Snow removal.
- 3. Working on equipment.
- 4. I have Dan registered Feb. 21st-23rd for a class in Yankton for the SDWWA Annual Conference Regulatory updates from DANR, water distribution systems, sampling, SCADA 101, Chlorination, Disinfection byproducts, lead & Copper rule. This will give Dan a good idea of some of the things we deal with in the water dept.

Electric Department Report

- 1. Snow removal.
- Meter reads.
- 3. Meter re-reads.
- 4. Meter shut offs.
- Went to MSHA refresher training.
- 6. Fixed airport lights.
- 7. Retrofit light fixtures with LED bulbs.
- 8. Took down Christmas lights.
- 9. Labeling of transformers and secondary peds.
- 10. Dug out Transformers and secondary peds and installed markers.
- 11. Worked on streetlights.
- 12. Devin and I attended JUTS for training. (Joint Utility Training School)
- 13. Tree trimming.
- 14. Tested sticks and ground.
- 15. Yearly inventory.

Finance Office Report

- 2023 Sales Tax Report see attachment
- 2. City Election Petitions can be picked up in the finance office and are due Friday, February 24th by 5:00 p.m.
- 3. Farm & Home Show \$100 Utility Credit Winner Steve Schumacher.
- 4. District meeting will be held in Onida on March 20th.
- 5. 2022 Year-end Balance Sheet and Revenue vs Expenses reports are attached.



Police Department

120 W 1st Street Miller, SD 57362 605-853-2400

Police Department Report for 2/6/23 City Council

January 2023 Stats Total Calls For Service (CFS) = 66

Traffic Warnings (30):	Traffic Citations (20):
Speeding = 13	Speeding = 14
Equipment Violation = 1	No Valid DL = 1
Stop Sign = 0	Careless Driving = 2
Other traffic violations = 6	Underage Consumption = 1
Other = 10	Other = 2
	Total Fines = \$2,187.50
Arrests (0):	Agency Assists (10):
	Fire = 1
·	Ambulance = 4
	Careflight = 1
	Sheriff's Office/HP = 4
911 Misdial = 12	Funeral Escorts = 1
Fingerprints = 3	24/7 = 2

1/19/2023 – 2018 Ford Explorer catalytic converter replaced
1/20/2023 & 1/21/2023 – Farm Show
1/25/2023 – body armor ordered
1/25/2023 – Committee meeting: reviewed 2023 budget, wages budget did
not account for \$1.50 raises, wages budget was lowered by \$3,000
1/26/2023 – Ted certified in Adult Mental Health First Aide

Ted Huss Chief of Police 2/1/2023

Sales Tax Comparison									
	2023	2022	\$89,000 to OHED						
January	\$5,538.74	\$22,742.58	\$7,500.00						
	\$84,909.08	\$83,647.88	* ,						
February			\$7,400.00						
March			\$7,400.00						
April			\$7,400.00						
Мау			\$7,400.00						
June			\$7,400.00						
July			\$7,500.00						
August			\$7,400.00						
September			\$7,400.00						
October			\$7,400.00						
November			\$7,400.00						
December			\$7,400.00						

Total \$90,447.82 \$106,390.46 -14.99% up/down from last year -\$15,942.64

Gross Receipts Tax - Split

Fund 211

		Current Year	
Month	Total	City 20%	OHED 80%
JAN	\$662.73	\$132.55	\$530.18
	\$2,956.97	\$591.39	\$2,36 <u>5.58</u>
FEB		\$0.00	\$0.00
		\$0.00	\$0.00
MAR		\$0.00	\$0.00
	. <u> </u>	\$0.00	\$0.00
APR		\$0.00	\$0.00
		\$0.00	\$0.00
MAY		\$0.00	\$0.00
		\$0.00	\$0.00
JUN		\$0.00	\$0.00
		\$0.00	\$0.00
JUL		\$0.00	\$0.00
		\$0.00	\$0.00
AUG		\$0.00	\$0.00
		\$0.00	\$0.00
SEP		\$0.00	\$0.00
		\$0.00	\$0.00
OCT		\$0.00	\$0.00
		\$0.00	\$0.00
NOV		\$0.00	\$0.00
		\$0.00	\$0.00
DEC		\$0.00	\$0.00
		\$0.00	\$0.00
	\$3,619.70	\$723.94	\$2,895.76

	Previous Year	
Total	City 20%	OHED 80%
\$1,921.21	\$384.24	\$1,536.97
\$2,726.88	\$545.38	\$2,181.50
\$1,018.51	\$203.70	\$814.81
\$1,637.65	\$327.53	\$1,310.12
\$1,548.89	\$309.78	\$1,239.11
\$1,118.32	\$223.66	\$894.66
\$1,964.67	\$392.93	\$1,571.74
\$2,504.18	\$500.84	\$2,003.34
\$981.81	\$196.36	\$785.45
\$1,481.53	\$296.31	\$1,185.22
\$1,534.05	\$306.81	\$1,227.24
\$3,645.41	\$729.08	\$2,916.33
\$1,105.03	\$221.01	\$884.02
\$3,526.13	\$705.23	\$2,820.90
\$1,644.68	\$328.94	\$1,315.74
\$2,879.69	\$575.94	\$2,303.75
\$2,288.67	\$457.73	\$1,830.94
\$2,904.47	\$580.89	\$2,323.58
\$930.54	\$186.11	\$744.43
\$4,209.50	\$841.90	\$3,367.60
\$1.58	\$0.32	\$1.26
\$2,991.20	\$598.24	\$2,392.96
\$1,863.59	\$372.72	\$1,490.87
\$3,537.13	\$707.43	\$2,829.70
\$49,965.32	\$9,993.06	\$39,972.26

\$3,619.70 average/month \$4,163.78 average/month

	up/down from previous year	
Total	-1,028.39	-22.13%
City	-205.68	-22.13%
OHED	-822.71	-22.13%

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

OHED 80%
Check #
Check Date

FEB 530.18

FEB 530.18 FEB 2,365.58 \$2,895.76

Fri Feb 3, 2023 8:42 AM	ACCOUNT NUMBER		, T, ==		~ ~		,		-1		5				\ , .	.	10 500		n				_		_		
REVENU	ACCOUNT TITLE	IXXES TOTAL	EICENSES AND PERMITS TOTAL FEDERAL GRANTS TOTAL	STATE SHARED REVENUE TOTAL	CHARGES FOR COODS & SERV TOTA		MISCELLANEOUS REVENUES TOTAL	OTHER SOURCES TOTAL	TOTAL REVENUE	COUNTINGENCY TOTAL	ATTORNEY FOTAL	FINANCE TOTAL BUILDINGS TOTAL	FOLICE INTRE	LUDE ENABURLEMENI IDIAL CIVIL DEFENSE TOTAL	SIREE IVIAL	CUVID-19 TOTAL HEALTH & WELFARE TOTAL RAFI PARK TOTAS	SENIOR CITIZEN ACTIVITY TOTAL	PARK TOTAL	ECONOMIC DEVELOPMENT TOTAL	CADITAL MITLAY TOTAL PROMOTION OF CLIT INTAL	TRANSFER OUT TOTAL	TOTAL EXPENSES	GENERAL TOTAL	IAXES FOTAL	MISCECLANIOUS REVENUES TOTAL	TOTAL REVENUE	DENI FOTAL
REVENUE & EXPENSE REPORT CALENDAR 12/2022, FISCAL 12/2022	NTD BALANCE	124,629.60	.00	2,280.11	76.88	88	9,656.22	.00	158,6#1.93	3,454.44 .00		8,352.53 1,421.06	2,298.16	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	2,774.41	157.84 17.787 SA	258.56	1, 581, 47 69, 38	6,750.00	.08	.00	145,276.66	13,365.27	5,400.72		5,400.72	3
E REPORT CAL 12/2022	BALANCE OLA	1,424,034.50	9,945,00 205,596.13	111,985,55	7,473,41 24,912.94	20,084.20 41.24	56,692,80	133,870.13	1,994,637.90	44,945.81	6,116.25	116,576.44 25,309.63	27,152.84	60,740.05	33,025.25	5,185.94 43 540 15	70,137.53	39,015.46 169.91	81,000.00	00. 00.	.00	1,470,328.11	524,309.79	49,965.32	135.58	50, 100. 70	3
Page PCT OF FISCAL YTD 100.0%	BUDGET	1,282,000.00	9,500.00	106,000.00	19,500.00	17,000.00	49,900.00	132,000.00	1,899,575.00	44,925,00 4,900,00	10,000.00	124,020.00 27,975.00	27,550.00	62,625.00	33,260.00	6,000.00 43.655.00	70,400.00	41,100.00 200.00	81,000.00	.00	. DO	1,913,850.00	14,275.00-	50,000.00	25.00	50,025.00	8.000.00
Page 1	DIFFERENCE	142,034.50-	143,971.13-	5, 985, 55-	5,412.94-	3,084.20- 41.24-	6,792.80-	1,870.13-	95,062.90-	4,900.00	3,883.75	2,665.37	397.16	1,884.95	234.75	814.06 114.85	262.47 .88	2,084.54 30,09	1 747 . 28 . 28 .	.00	.00	443,521.89	538,584.79-	34.68		75.70-	8,000.00
Fri Feb 3, 2023 8:42 AM	ACCOUNT NUMBER																										
REVEN	ACCOUNT TITLE	ECONOMIC DEVELOPMENT TOTAL	TOTAL EXPENSES	לתחקר מהכרדתדה דאי הואת דתדאו	מואסט ארלרדנוס ואי נסווס ומואר	OTHER SOURCES TOTAL	דחדאו סכזיכעווכ	TOTAL REVENUE	AIRPORT TOTAL TRANSFER OUT TOTAL	TOTAL EXPENSES			WATER TOTAL	30TAL REVENUE	WATER FOTAL	TOTAL EXPENSES	WATER TOTAL		ELECTRIC TOTAL	TOTAL REVENUE	ELECTRIC TÖTAL TRANSFER OUT TOTAL	TOTAL EXPENSES	ELECTRIC TOTAL	CEIMED TOTAL	DEMER TOTAL	TOTAL REVENUE	SEWER TOTAL
REVENUE & EXPENSE REPORT CALENDAR 12/2022, FISCAL 12/2022	MTD Balance .	2,394.22	2,394.22	1 000 50	1,000.00	67,638.67	67 628 67	67,638.67	 00.	.00		6/,618.6/	321,529.16	321,529.16	62,386.26	62,386.26	259,142.90		152,824.99	152,824.99	101,290.70 .00	101,290.70	51,534.29	507 157 07	10.7CT*2AE	\$02,157.07	179,882.50
SCAL 12/2022	YTD BALANCE	39,486.49	39,486.49	10.01	10,017.61	83,852.06	30 638 86	83,852.06	15,870.41 .00	15,870.41		07,981,00	1,677,831.86	1,677,831.86	1,659,388.03	1,659,388.03	18,443.83		2,105,310.76	2,105,310.76	2,091,025.96 .00	2,091,025.96	14,284.80	2 216 212 22		2,316,233.33	2,284,013.63
PGT OF FISCAL YTD 100.0%	BUXCET	40,000.00	48,000.00	NG 350 C		16,213.39	16 712 20	16, 213.39	17,513.39 .00	17,513.39			2,058,250.00	2,058,250.00	2,044,675.00	2,044,675.00	13,575.00		2,161,000.00	2,161,000.00	2,277,515.00 .00	2,277,515.00	116,515.00-	2 720 150 00	2,730,450,00	2,730,150.00	2,668,450.00
Page 2	DIFFERENCE	513.51	8,513.51	9 (80)	0,303.61	67,638.67-	67 638 67	6/,038.6/-	1,642.98 .00	1,642.98		59,281.01-	380,418.14	380,418.14	385,286.97	385,286.97	4,868.83-		55,689.24	55,689.24	186,489.04 .00	186,489.04	130,799.80-	413 916 67	#10,010.00	413,916.b/	384,436.37

GLRVEXRP 07/07/21 OPER: SC

CITY OF MILLER

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GLRVEXRP 07/01/21 OFER: SC

CITY OF MILLER

Statement Writer, 00 Report Format: REVEXPSM

				٠.						ACCOUNT NUNBER	
							TOTAL PROFIT/LOSS:	SEWER TOYAL	TOTAL EXPENSES	ACCOUNT TITLE	
							716,957.20	322,269.57	179,882.50	MTO Balance	CALENDAR 12/2022, FISCAL 12/2022
							667,853.98	32,219,70	2,284,013.63	YTD BALANCE	CAL 12/2022
					·		54,790.00-	61,700.00	2,668,450.00	BUDGET	PCT OF FISCAL YTD 100.0%
							722,643.98-	29,480.30	384,436.37	DIFFERENCE	YTD 180.0%
501-00001-10101		211-0002-20200 211-0002-26404 211-0003-26409 211-0003-26701	211-00001-10101 211-00001-10502		101-0002-20200 1101-0002-21700 101-0002-21701 101-0002-21701 101-0002-21902 101-0002-21902 101-0002-21909 101-0003-26499 101-0003-26602 101-0003-26602 101-0003-26602 101-0003-26002		101-00001-10502 101-00001-10701 101-00001-10801 101-00001-11001	101-00001-10401 101-00001-10402 101-00001-10403	101-00001-10101	ACCOUNT NUMBER	
CHECKING	GROSS RECEIPTS TAX FUND TOTAL	ACCOUNTS PAYABLE FACILITIES/PROMOTE CITY BUSINESS IMPROVE DISTRICT UMASSICHED FUND BALANCE	CHECKING CDs TOTAL ASSETS	GENERAL TOTAL	ACCOUNTS PAYABLE STATE SALES TAX FEDERAL W/H PAYABLE FICA W/H PAYABLE RETIREMENT W/H PAYABLE RESTRICTED DEAT SERVICE OTHER W/H PAYABLE RESTRICTED FIRD BALANCE ASSIGNED FOR CAPITAL OUTLAY UMASSIGNED FOR CAPITAL OUTLAY UMASSIGNED FAIND BALANCE RETATINED EARNENGS - UNRESERVED TOTAL LIABILITIES	TOTAL ASSETS	CDs RESTRICTED CASH TAKES RECEIVABLE - CURRENT TAXES RECEIVABLE - DELTIAQUENT	UNRESTRICTED UNRESTRICTED CASH RESERVED AIRPORT AIP	CHECKEN?	ACCOUNT TITLE	
67,638.67 T7,335.35	10,007,7.2 .00	!	3,006.50 28,201.46 .00 25,193.52 	20. 254 527		13,364,81 2,243,822.31	.00 453,44; .00 5,000 .00 5,000	-	11,475,47 422,538.86 .00 275,00	PTD YTD BAL BAL	CALENDAR 12/2022, FISCAL 12/2022

GLAVEXRP 07/04/21 OPER: SC

CITY OF MILLER

Statement Writer: 00 Report Format: REVEXPSM

GLBLCERP 07/01/21 OPER SC

CITY OF MILLER

Statement Writer: 00 Report Format: BALANCE

Page 1

Fri Feb 3, 2023 8:43 AM

REVENUE & EXPENSE REPORT CALENDAR 12/2022, FISCAL 12/2022

Page 3

Fri Feb 3, 2023 8:45 AM

BALANCE SHEET CALENDAR 12/2022, FISCAL 12/2022

ACCIUNE NUMBER 501-00002-26701 501-00001-10101 602-00001-10900 602-00001-10901 602-00001-10701 602-00001-10701 602-00001-10701 602-00001-10701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21701 602-00002-21702 602-00002-21703	Fri Feb 3,2023 8:47 AM
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	Page 2
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	Page 3

GLBLCERP 07/01/21 OPER: SC

CITY OF MILLER

Statement Witter: 00 Report Format: BALANCE

GLBLCERP 07/01/21 OPER: SC

CITY OF MILLER

Statement Writer: 00 Report Format: BALANCE

ORDINANCE #743

The City of Miller is an equal opportunity employer.

AN ORDINANCE AMENDING APPENDEX A - CITY FEE SCHEDULE OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, Appendix A – City Fee Schedule be hereby amended to charge the following fees:

Building	ud Cunstra	iction :						
	Building P	rmits:						
		Variance - nonrefundable	150.00					
		Administrative fee for preparation of bids and contracts to correct or abate a violation.	250.00					
		Estimated Cost of Construction:						
		\$1.00 - \$500.00	15.00					
		\$500.01 - \$50,000.00	35.00					
		\$50,000.01 - \$100,000.00						
		\$100,000.01 - \$250,000.00	75.00					
		\$250,000.01 - \$500,000.00	150.00					
		\$500,000.01 and up	200.00					
		Building Removal Permit	15.00					
		Building Removal Permit Deposit for water/sewer capping	500.00					

Parks and	Recreation		
	Camping		
		Electric Sites First 3 days	free-will
		Electric Sites Daily (after first 3 days)	30.00
		Non-electric Sites	free-will

		··· ·	
D = = = =	Blachford	N 4 a a . a	
KANZIN.	RIBERTOIN	MANDE	
I (O I I U I U	Diacinora	, IVIUYOI	

(SEAL)

ORDINANCE #744

The City of Miller is an equal apportunity employer.

Debt Service Surcharge - 2020 Bonds

All kWh

0.0595

0.1208

0.0613

12

All kwh

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 724 TO PROVIDE FOR AMENDING THE ELECTRICAL RATE TO BE CHARGED BY THE MILLER MIUNICIPAL ELECTRIC SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that the City Fee Schedule listing electrical rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

Current Rate w/ Debt

Energy Charge Street Lighting \$1.08 base fee plus:

All kWh

Debt Service Surcharge - 2020 Bonds All kWh

0.0235

0.1052

0.0817

	Service	
Residential Rate	•	
\$16.20 base fee plus:		
Energy Charge		
· All kWh	0.0402	
(Pius)		
Debt Service Surcharge - 2020 Bonds		0.0886
All kWh	0.0484	
		:
Commercial Rate		
\$10.80 base fee plus:		
Energy Charge		
All kWh	9.0609	
(Plus)		_
Debt Service Surcharge - 2020 Bonds		0.1267
All kWh	0.0658	

Energy Charge All KWh (Plus)

4.58

Debt Service Surcharge - 2020 Bonds All kw

12.95

17.53

Municipal Rate \$5.40 base fee plus:

Energy Charge

Adoption: Febraury 6, 2023 Second Reading: February 6, 2023 First Reading: January 17, 2023

Alderwoman Hargens -

Alderwoman Lichty -

Alderman Wetz -

Alderman Odegaard -Alderman McGough -Alderman Zeller -

Demand Charge All kw

0.0378

(SEAL)

Record of Votes:

Large Power \$8.64 base fee plus:

City Meter Customer Meter Security Lights

10,40 6.24

This Ordinance should be in full force and effect so as to commence and include all electrical billings beginning

Ronald Blachford, Mayor

with electric usage for the month of March 2023.

ATTEST:

Shella Coss, Finance Officer

ORDINANCE #745

The City of Miller is an equal opportunity employer.

AN ORDINANCE AMENDING SECTION 38-359 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, that Section 38-359 is hereby amended to read as follows:

Sec. 38-359. Fees and charges. Rate schedule

- (a) Rates. Rates for city electric service shall be as provided in the city fee schedule.
- (b) Monthly base fee. All electric base fees will be assessed monthly to all properties in the event that the electric is shut off for a limited time.
- (c) Surcharge for bond issue. There shall be charged a monthly surcharge for the services provided by the improvements financed by the electric revenue bonds, series 2020 (the "2020 bonds"). The surcharge shall be segregated from other revenues of the utility and shall be used for the payment of the revenue bonds. Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements, and operation, sufficient to fund interest, reserve and debt service fund annual requirements. The surcharge shall remain in effect until such time as the 2020 bonds are discharged or defeased. The amount of the surcharge shall be reviewed periodically and may be modified administratively by ordinance, in order to provide such funds as are set forth herein.

This Ordinance should be in full force and effect so as to commence and include all electric billings for March 2023 usage.

	Ronald Blachford, Mayor	
(SEAL)		
ATTEST:		
Sheila Coss, Finance Officer	·	
Record of votes:		
Alderman McGough - Alderman Zeller - Alderman Odegaard - Alderwoman Hargens - Alderwoman Lichty -	1 st Reading – January 17, 2023 2 nd Reading – February 6, 2023 Adoption – February 6, 2023 Publication – February 11, 2023	
Alderman Wetz -		

Agreement

This Agreement (the "Agreement") is entered into February 7, 2023, (the "Effective Date") by and between The City of Miller, hereafter called "the City" located at 120 W. 2nd Street, Miller, SD and Dakota Energy Cooperative, Inc. ("Dakota Energy") located at 1003 N. Broadway, Miller, SD also individually referred to as the "Party", and collectively the "Parties."

IN CONSIDERATION OF Dakota Energy providing expertise and services, and the City receiving and providing compensation for the expertise and services, the Parties agree to the following:

- 1. Services. Dakota Energy agrees to perform the following services (the "Services") for the City.
 - 1. On-call services when Dakota Energy's Miller-based employees are on-call on an as needed basis.
 - 2. Assistance during projects on an as needed basis.
 - 3. Dakota Energy reserves the right to decline to provide on-call services or assistance during projects at its sole discretion.
- 2. The City agrees to pay Dakota Energy per Procedure No. 014, which is attached as Appendix A to provide on-call services. Assistance during projects will be paid per Dakota Energy's Procedure No. 003 as demonstrated in Appendix B. Dakota Energy reserves the right to change the rates in Procedure No. 014 and 003 at any time. Any such change is effective 30 days after Dakota Energy provides notice of the change to the City. Dakota Energy will invoice the City of Miller on the first business day of every month for the Services performed from the prior month. The City must pay the invoice within fourteen (14) calendar days of the date on the invoice.

3. Term and Termination

3.1. Term. This Agreement will begin on the Effective Date and will continue on a month-to-month basis until terminated by either Party.

3.2. Termination.

3.2.1. Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

- **3.2.2.** Dakota Energy may terminate this Agreement immediately at any time if the City fails to pay for the Services or breaches any other material term of this Agreement. Dakota Energy will be entitled to payment for any outstanding invoices and for Services performed which have not been paid.
- **3.2.3.** The City may terminate this Agreement immediately at any time if Dakota Energy fails to provide the Services or breaches any other material term of this Agreement. The City will be entitled to reimbursement for any money paid for Services which were not received.

4. Relationship of the Parties

- 4.1. No Exclusivity. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
- **4.2. Independent Contractor.** Dakota Energy is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.
- **4.3. Ownership.** All work product created by Dakota Energy in connection with performing the Services is the exclusive property of the City.
- 4.4. Damages. The City of Miller will not be responsible for any damages or injuries that have occurred as a result of any negligence by Dakota Energy when performing services for the City. The City will indemnify Dakota Energy and hold it harmless from any damages or claims arising out of Dakota Energy's reliance on any prior work, instructions, information, or equipment from the City, including inaccurate mapping, inaccurate labeling or identification, or equipment failure.

5. Dispute Resolution

- 5.1. Choice of Law. The Parties agree that this Agreement shall be governed by the State of South Dakota and the County of Hand in which the duties of this Agreement are expected to transpire.
- **5.2. Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- **5.3. Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to mediation or binding arbitration.

Attorneys' Fees. In the event of Arbitration and/or Mediation, or if any legal action **5.4.**

is commenced to enforce the terms of this Agreement the prevailing party will be

entitled to its legal fees incurred, including, but not limited to, attorneys' fees.

6. General

> Assignment. The Parties may not assign their rights and/or obligations under this 6.1.

Agreement.

Complete Contract. This Agreement constitutes the Parties entire understanding 6.2.

of their rights and obligations. This Agreement supersedes any other written or

verbal communications between the Parties. Any subsequent changes to this

Agreement must be made in writing and signed by both Parties.

6.3. Severability. If any section of this Agreement is found to be invalid, illegal, or

unenforceable, the rest of this Agreement will still be enforceable.

Waiver. Neither Party can waive any provision of this Agreement, or any rights or 6.4.

obligations under this Agreement, unless agreed to in writing. If any provision,

right, or obligation is waived, it is only waived to the extent agreed to in writing.

7. **Notices**

All notices under this Agreement must be sent by email with read receipt requested or by

certified or registered mail with return receipt requested. Notices shall be sent as follows

unless a Party provides the other Party with notice of a new address:

Dakota Energy

40294 US Highway 14

Huron, SD 57350

Email address: cfelderman@dakotaenergy.coop

City of Miller

120 W. 2nd Street

Miller, SD 57362

Email address: finance.office@cityofmiller.com

16

Dakota Energy					
Signed:					
Name:			·		
Title:			<u>.</u>		
Date:					
City of Miller					
Signed:	··				
Name:			•		
Title:					
Date:					

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures

as follows:

DAKOTA ENERGY COOPERATIVE, INC

PROCEDURE

APPENDIX A

Subject:

On Call - Other Utilities

Procedure No. 014

Issue Date:

January 01, 2023

Revised Date:

It is the procedure of Dakota Energy to On Call charges for Other Utilities as follows:

- 1. On Call charges for Other Utilities:
 - a. On Call shall be billed \$40.00 per day per person.
 - b. Taxes will be billed according to South Dakota tax laws.

Effective Date: January 1, 2023

Revised:

CEO/General Manager

DAKOTA ENERGY COOPERATIVE, INC

PROCEDURE

APPENDIX B

Subject:

Workweek, Workday, On-Call/Standby

Procedure No. 006

and Overtime Compensation

Issue Date:

November 27, 2017

Revised Date:

December 13, 2022

- 1. The normal working hours and workweek are as follows:
 - a. Non-exempt employees shall normally work eight hours between 7:30 a.m. and 4:00 p.m., with one-half hour unpaid for lunch break, Monday through Friday.
 - b. The standard workweek is defined as seven consecutive calendar days beginning at 7:30 a.m. on each Monday and ending at 7:30 a.m. on the following Monday. Eight hours shall constitute the regular workday and the standard workweek will normally consist of forty (40) hours worked.

2. Overtime

- a. Non-exempt employees will be paid overtime at one and one-half (1.5) the employee's regular rate of pay for each hour worked outside of the regularly scheduled hours.
- b. Unscheduled overtime must be approved by the department supervisor.
- c. Non-exempt employees shall be paid a minimum of two (2) hours of overtime pay at one and one-half (1.5) of the employee's regular rate when called back to work after having been released from their regular 8-hour day's work. If the call back is less than two (2) hours before the start of their regular work hours, overtime pay will be for the time actually worked prior to the start of their regular work hours.
- d. Non-exempt employees working out-of-state on emergency storm work will be paid at the rate of time and one-half (1.5) on regular work days and double-time (2) on weekends and holidays.

3. Travel Time

- a. A non-exempt employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time, and is not due compensation.
- b. A non-exempt employee who regularly works at a fixed location in one city is given a special one-day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time.

DAKOTA ENERGY COOPERATIVE, INC.

- c. Time spent by a non-exempt employee in travel as part of their job, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.
- d. Travel that keeps a non-exempt employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. Work time that is time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile will not be counted as hours worked.
- Breaks Non-exempt employees will be granted two fifteen-minute breaks during an eighthour workday. Breaks must be scheduled in advance with the department supervisor.
- 5. On-Call/Standby
 - a. All journeymen linemen are required to be on-call/standby. Employees who are on-call/standby are not required to restrict their movement during such time but are required to respond by phone or radio.
 - b. A non-exempt employee on-call/standby will receive one and one-quarter (1.25) hours regular rate of pay for each day on-call/standby.
- 6. Storm Work for Other Cooperatives
 - a. Storm work rotation list:
 - i. Tim Goetz
 - ii. Robert Feldhaus
 - iii. Brandon Moore
 - iv. Jason Keelin
 - v. Stephen LaFreniere
 - vi. Patrick McCarty
 - vii. Brennen Brueggeman
 - viii. Stockten Walter
 - ix. Daniel Vetsch
 - x. Brady Weaver
 - b. An employee who is on-call/standby will be passed over for storm help.
 - c. If an employee next on the list declines to travel for a storm job, the next employee inline will be selected.
 - d. Finalizing of the storm crew will be left up to Management in order to maintain proper staffing at Dakota Energy offices.
- 7. Education If approved by CEO/General Manager, time spent by a non-exempt employee attending an independent school, college, or trade school, during workday hours will be considered hours worked and will be eligible for compensation.

DAKOTA ENERGY COOPERATIVE, INC

Revised: June 25, 2019; October 28, 2019; February 17, 2021; August 23, 2021; January 4, 2022; May 9, 2022

CEO/General Manager



102 E 22ND AVE/SOUTH HWY 15 PO BOX 350 MILBANK, SD 57252 PHONE (605) 432-4594 FAX (605) 432-5447



Phone (605) 853-2705 Fax (605) 853-3617

MILLER, SD 57362-1316

Job Na	πe			
MILLER,	SD	2023	AMR	REPLACEMENT

Quete No	Date.	Page 11
0007195	1/24/23	Ī
Expiration	Date	2/28/23
Revised Da	te	1/24/23
Bid Due Da	te	1/09/23

Jim Urban juwinwater@hotmail.com (605) 432-4594

00130	4 NET	10TH	JAMES URBAN	*** *** :	J.	IM	# ### # 218 1.5 to 100 to	S
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Tax Area Id	Net Sales	16,562.50
420590854	Freight	00
	Tax	.00
	Quotation Total	16,562.50

PREPARED BY: PALE J. RELLAND, R.LS. 2100 NORTH SANBORN BEVD. — P.D. 80X 399 MTCHELL SOUTH DAKOTA \$7301 PHONE: (605) 286—7761

COOKSIMATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE, STATE PLANE - NORTH AMERICAN DATUM 1953. - GEODD 128. GRID BEARNOS AND GROUND DISTANCES ARE SHOWN.

NOTE: THIS SURVEY WAS PERFORMED WINDUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMUNICATE ASSEMBLY. EASIER NOT SHOWN NOT RESEARCHED AND ARE NOT SHOWN LINESS OTHERWISE MOTED.

SPN# 22-16164 LEGEND

FOLIAC IRON MONUMENT

SHEET 1 OF 3

O = SET 5/8" X 16" REBAR WITH PLASTIC CAP NO. 6702

300° = HEASURED BEARING OR DISTANCE
300° = HEASURED BEARING OR DISTANCE

☐ - SET HAVE.

A - SET SUBJECT SE

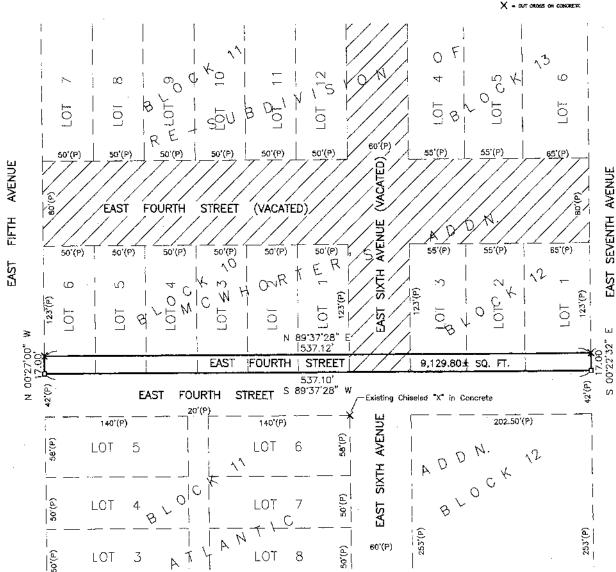
A = SET SURVEY SPIKE

OH (P) - PLATTED DISTANCE IN CHAIRS

THE TOURD NAIL

> - SET 3/6" × 12" SP#K ₩/WKSHER PUR-6702

WAL - WITNESS MONUMENT



A PLAT OF A PORTION OF EAST FOURTH STREET, A SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Paul J. Reifand, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Miller School District No. 29-4, as owner, and under its direction for purposes indicated therein, I did on or prior to January 31, 2023, survey those parcels of land described as follows: A PORTION OF EAST FOURTH STREET, A SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this ______, 2023

Registered Land Surveyor #SD6702



& Associates

Engineers, Planners and Surveyors
2100 North Sanburn Rivd. - P.O. Box 396 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF A PORTION OF EAST FOURTH STREET, A SUBDIMSION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that Miller School District No. 29-4 is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12 AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF 3, BLOCK 12 AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA; that the plat has been made at the request of Miller School District No. 29-4 and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as A PORTION OF EAST FOURTH STREET, A SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RESUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA, as shown by this plat; and Miller School District No. 29-4 hereby dedicates to the public, for public use forever as such, this portion of East Fourth Street, as shown and marked on said plat; and that development of the land included within the boundaries of said East Fourth Street shall conform to all existing applicable country. subdivision, and erosion and sediment control regulations; further that there now exists a 42' wide portion of previously dedicated East Fourth Street as

IN WITNESS WHEREOF, I have hereunto set my hand this	day of	, 2023.
		Feb Norder Conscious dest
		Eric Norden, Superintendent Miller School District No. 29-4
		•
STATE OF SOUTH DAKOTA)		
)SS COUNTY OF HAND)		
,		
On this, theday of, 2023, before me officer, personally appeared Eric Norden, as Superintendent of Miller Sch whose name is subscribed to the within instrument and acknowledged to purposes contained within.	nool District No.	29-4, known to me or satisfactorily proven to be the person
IN WITNESS WHEREOF, I hereunto set my hand and official set	al.	
		
		Public, South Dakota nmission Expires:
	Ny COI	minastori Expires
APPRO	VAL BY CITY	
I hereby certify that the following is a correct copy of the resolution the, 2023.	on duly passed b	y the City Council of Miller, South Dakota, at a meeting held on
day of, 2025.		
Be it resolved by the City Council of Miller, South Dakota, that the 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNT' is hereby approved.	VACATED EAS	ST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF
is notely approved.		
Finance Office	r, Miller, South D	Pakota Date
DECOLUTION BY BOARD	OF ACUMEY	ACMINIONE DE
RESOLUTION BY BOARD	OF COUNTY	COMMISSIONERS
Be it resolved by the Board of County Commissioners of Hand Co A SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLO RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF Mi examination pursuant to law, is hereby approved and the County Auditor Resolution and certify the same.	OCK 12, AND PE ILLER, HAND C	REVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE OUNTY, SOUTH DAKOTA, which has been submitted for
Dated this day of , 2023.		
· · · · · · · · · · · · · · · · · · ·		
STORY OF THE SECOND STORY		
Section Desired Control of the Contr		
AND CHARLES TO VAN CENTRAL		Chairperson, Board of County Commissioners
6702		Hand County
		,
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Associates

A PLAT OF A PORTION OF EAST FOURTH STREET, A SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LOTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY VACATED EAST SIXTH AVENUE, ALL IN THE RE-SUBDIVISION OF MCWHORTER'S ADDITION TO THE CITY OF MILLER, HAND COUNTY, SOUTH DAKOTA

AUDITOR'S CERTIFICATE

County, South Dakota, and that the above resc meeting held on, 20	plution was adopted by the Board of County Comm	elected, qualified, and acting County Auditor of Hand hissloners of Hand County, South Dakota, at a regular
	Auditor, F	and County
	·	
	CERTIFICATE OF COUNTY TREASUR	ER
I, South Dakota, and I hereby certify that all taxe by the records of my office, have been fully pai	s which would, if not paid, be liens upon any of the	ed, qualified, and acting Treasurer of Hand County, land included in the within and foregoing plat, as shown
	Treasurer, Hand County	Date
	DIRECTOR OF EQUALIZATION	
I, A PORTION OF EAST FOURTH STREET, A S VACATED EAST SIXTH AVENUE, ALL IN THI SOUTH DAKOTA, has been received by me ai	SUBDIVISION OF LOTS 1 THRU 6, BLOCK 10, LC E RE-SUBDIVISION OF MCWHORTER'S ADDITH	ty, South Dakota, hereby certify that a copy of the plat of DTS 1 THRU 3, BLOCK 12, AND PREVIOUSLY ON TO THE CITY OF MILLER, HAND COUNTY,
	Director of Equalization, Hand County	Date
	REGISTER OF DEEDS	
STATE OF SOUTH DAKOTA)		
)SS COUNTY OF HAND)		
FILED for record this day of	, 2023, at	and recorded in Book of
Plats on Page therein and recorded	on Microfilm Number	
	D.	
Register of Deeds, Hand County	By	Deputy



SPN

& Associates

POLICY #3: EMPLOYEE CLASSIFICATIONS

3.1 Definitions:

Appointive Official: An individual who holds a position in the municipality as specified by S.D.C.L. 9-14-1 (see Policy 12).

Municipal Employee: Anyone employed by the municipality who is not an appointive official.

Regular Full-Time Employee: An employee who is employed by the municipality to work a predetermined schedule of an average of at least 40 hours per week (80 hours per pay period as defined in Policy #6) and has completed their employee-in-training period.

Benefits:

Vacation Leave:

Sick Leave:

Holiday Pay:

Health (Dental/Vision) Insurance:

Life Insurance:

Personal Emergency Leave:

S.D. Retirement System:

Full benefit

Regular Part-time Employee: An employee who is employed by the municipality to work at least 25 hours but less than 40 hours per week on a regular basis and has completed his/her employee-in-training period. Benefits provided to these employees as stated in the individual policy contracts:

Benefits:

Vacation Leave: Prorated to hours worked Sick Leave: Prorated to hours worked Holiday Pay: Prorated to hours worked

Health (Dental/Vision) Insurance: Prorated to hours worked if available by

policy contract

Life Insurance: Prorated to hours worked if available by

policy contract

Personal Emergency Leave:

S.D. Retirement System: Participating (Dental & Vision Benefit not available without Health Benefit)

Part-time, Temporary or Seasonal Employee: An employee who is employed by the municipality to work for less than 25 hours per week (part time) or less than 6 months.

Benefits: No Benefits.

Employee-in-Training: An employee who is newly hired by the municipality in a regular full [or part] time position who is completing his/her 6-month training period (see Policy 4.15).

Benefits:

Vacation Leave: Accrue full benefits but may not use leave until completion of training

period.

All other benefits are the same as their respective classification above.

5.3 Standard Work Day

Employees have the option of working beyond the 8:00 a.m. – 5:00 p.m. hour day or ending their work day after 8 hours worked, upon department head approval and providing they comply with the CDL provisions. A one hour break for noon lunch and a 15 minute break period in both the morning and afternoon will be permitted. Break periods may not be accumulated for time off.

Emergencies may require that employees work more than eight hours in a day but shall be compensated through the accumulation of overtime if over 40 actual worked hours are worked in the week. (Employees have the option to earn comp time – see **5.8** – **Compensatory Time (Comp Time)** below.) Vacation days or sick days in the work week are not included in actual worked hours worked for that week. Holidays in the work week are included in actual worked hours worked for that week (Excluding Police as they are required to work on the holiday).

7.11 Holidays

The municipality of Miller recognizes and observes the following as paid holidays for eligible employees (for police holiday pay see Policy 7.11.1):

New Year's Day January 1

Martin Luther King Jr. Day 3rd Monday in Jan.

Presidents' Day 3rd Monday in Feb.

Memorial Day Last Monday in May

Independence Day July 4

Labor Day1st Monday in Sept.Native American Day2nd Monday in Oct.Veterans' DayNovember 11Thanksgiving Day4th Thursday in Nov.

Friday after Thanksgiving 4th Friday in Nov.
Christmas Eve Day December 24
Christmas Day December 25

The Mayor and/or President of the Council retain the power to declare office closures.

When a holiday falls on a Saturday, the preceding Friday is observed as the paid holiday for eligible municipal employees. If a holiday falls on a Sunday, it is observed on the following Monday.

Employees ineligible for paid holiday leave will be granted a day off without pay in observance of a holiday.

7.11.1 Work on a Holiday

An employee (including police officers) required to work on a paid holiday observed by the municipality will receive time and one-half pay for hours worked in addition to holiday pay. Vacation and sick leave will not be honored on any paid holiday.

When a paid holiday falls on a Saturday or Sunday, police officers will receive time and one half pay for hours worked on the actual holiday, not on the observed holiday.



City of Miller Credit Card Policy

Adopted February 6, 2023

In order to receive your assigned credit card, you must read the Procurement Policy and this document and return the Cardholder Agreement found at the end of this document to the Finance Office. Keep this document for your reference.

CARDHOLDER RESPONSIBILITIES

The credit card is intended to manage low-dollar purchases and offer cash back benefits to the City of Miller. The ability to use a credit card and receive the benefits depends on each user following the guidelines outlined in this document.

- Ensure the credit card is used for purchasing supplies and services in the amount of \$1,000 or less. The credit card can be used for contract items as well as non-contract items.
- You should never split charges to avoid exceeding the \$1,000 spending authority as set by the city council.
- The credit card may be used only by the approved Cardholder whose name is embossed on the card. Use by anyone other than the cardholder is prohibited. The card is not transferable to another employee.
- Do not use the credit card for payment if the merchant charges credit card processing fees. Request that the city receive a direct bill.
- Retain all sales slips and receipts for all credit card purchases. These receipts must be
 given to the accounts payable clerk to be attached to the monthly credit card
 statement.
- Ensure that the credit card purchase procedures in this document are met.
- Any changes to your credit card (such as name, phone, or spending limit changes) must be pre-approved.
- Report lost or stolen cards immediately to First Interstate Bank at 888-833-3453 and contact the finance office at your first opportunity during business hours.

PROCEDURES

Guidelines for Card Use:

A. Card Use:

The First Interstate Bank credit card can be used at any vendor or merchant who accepts MasterCard. Your credit card limit is \$2,500. (Accounts Payable credit card limit is \$75,000 and Finance Officer credit card limit is \$20,000). If at some point you need to purchase something exceeding your limit, contact the accounts payable clerk. Previous council approval is needed for purchases exceeding budget authority over \$1,000.

If you experience denials when trying to use your credit card, contact the accounts payable clerk to verify your card controls. Please have the date, dollar amount, vendor, and approximate time of purchase available.

B. Tax Exemption:

Be sure to note to the vendor or merchant that your purchases are <u>sales tax exempt</u>. Provide the necessary exemption documents to any vendor upon request. It is the responsibility of the purchaser to ensure sales tax is omitted from the invoice.

What can be purchased using your city issued credit card?

The credit card may be used for any legal city government purchase of supplies and services that are \$1,000 or less. (More for accounts payable and the finance officer). Check first to see if the item is on state contract. If it is not, buy it from a local vendor when possible. The card may not be used for the following items:

- A. Cash Advances.
- B. Personal use.
- C. Food or reimbursable travel expenses.

What if the supplier does not accept credit cards?

Occasionally, you may find suppliers that do not accept credit cards. If this happens:

- A. Ask the supplier if they will direct bill to the City of Miller.
- B. Thank the supplier for their time and find one that will accept credit card payments for future purchases.
- C. If it is a supplier that you use regularly, explain that the City uses credit cards as a common new payment method and ask if they are interested in obtaining the ability to accept credit cards.

Credit Card Security

The credit card should always be treated with a level of care that will reasonably secure the card and account number.

- A. Storage of the credit card keep the card in an accessible but secure location.
- B. Credit Card Account Number guard the credit card account number carefully. Do not post is at your desk or write it in your planner.
- C. Sharing the only person entitled to use the credit card is the person whose name appears on the face of the card. Do not lend your card to another person for use.
- D. Lost or Stolen Cards just like your personal credit card, if the credit card is lost or stolen you must immediately notify the bank and the accounts payable clerk at your earliest convenience.

What if I leave the City or no longer need my card?

All cards must be turned into the finance officer prior to leaving employment with the city for any reason.

Reconciling Monthly Statements.

The accounts payable clerk will reconcile the monthly statements with all receipts.

- A. If there is a problem with an item that you purchased, please try to reach a resolution with the supplier or merchant that provided the item. If an agreement cannot be met with the supplier, please contact First International Bank as soon as possible.
- B. If there is an error on the statement, please work with the accounts payable clerk and the supplier to rectify the situation.
- C. If the city council questions a purchase, it is your responsibility to provide appropriate justification to support the purchase.
- D. Credits should appear on the next monthly statement. Again, please work with the supplier and the accounts payable clerk to make sure all credits due are received.

After reading this manual you must sign the Cardholder Agreement before a credit card will be processed for you.

See Cardholder Agreement on the next page.



City of Miller Procurement Policy

Adopted February 6, 2023

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This manual has been designed to ensure that the policies set by the City Council with regard to the expenditure of public funds are met by all City Departments. If these policies are adhered to, the City will receive the maximum value for each public dollar spent.

The City of Miller is an equal opportunity purchaser and will provide equal opportunity to all vendors and bidders. The City shall not discriminate against any vendor/bidder because of race, color, religion, age, sex, marital status, political affiliations, religious beliefs, national origin, or any other specification that would be a violation of the federal/state legislation.

INTRODUCTION

- 1. There exists in State Statute, legal requirements covering purchasing and contract limits and procedures to which all Departments in the City Government of Miller will adhere.
- 2. Procurement of equipment, materials, products, services, and constructed works will be accomplished through procedures that assure that vendors are afforded equal and fair consideration but with the intent that the maximum value and efficiency be obtained for public dollars spent.
- 3. Procurement of equipment, materials, products, services and constructed works is best initiated at the Department level due to the diverse needs of each City department and the knowledge and experience of their staff in their own sphere of operation and needs.
- 4. This Procurement Policy has been prepared to assist and direct Departments in making purchases and contracts, which is hereby adopted by the City Council of the City of Miller.

BASIC GOALS

The basic goals of the City's Procurement Policy are:

- 1. To comply with the legal requirements of public purchasing.
- 2. To assure vendors that impartial and equal treatment will be afforded all who wish to do business with the City.
- 3. To receive maximum value for each public dollar spent.
- 4. To provide city departments the required goods and services at the time and place needed in the proper quantity and quality.
- To purchase only goods and services for which funds have been approved and not previously obligated.
- 6. To provide authentication and tracking documentation of purchases.

If the procedures and guidelines established in this manual are followed, each department will effectively manage, control, and plan their available resources to meet present and future departmental needs and help the City meet these goals.

GENERAL GUIDELINES

It is important to remember that all City purchasing operates in full view of the public.

These general guidelines should be considered administrative rules and regulations and are to be adhered to as closely as possible by all departments in the procurement of goods and services.

LOCAL BUYING. It is the desire of the City to purchase from City of Miller and Hand County vendors whenever possible. This can be accomplished by ensuring that local vendors that have goods or services available which are needed by the City and that are interested in doing business with the City are included in the competitive process which will precede most purchases. The City has a responsibility to its residents, however, to ensure that the maximum value is obtained for each public dollar spent so comparison shopping is strongly encouraged.

PLANNING. Planning for purchases should be done on both a short-term and long-term basis. Small orders and last-minute purchases should be minimized, thereby increasing the capability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. The purchasing process begins with the preparation of the Annual Budget.

OVERDRAFTS PROHIBITED. No purchase will be authorized which would overdraft a budget line item, without prior discussion, approval and documentation. Department Heads who are contemplating a purchase that will exceed a budget line item should contact the Finance Officer to ensure that an agreeable provision is made for the necessary budget allocation prior to initiating the purchase. This agreement will not result in the moving of budget authority from one line item to another, it will simply be an agreement to leave budgeted funds in another line item unspent for the remainder of the year to ensure the total budget does not exceed the total amount budgeted by department.

PURCHASE OF AMERICAN MADE PRODUCTS. It is the desire of the City to encourage the purchase of products manufactured, assembled, or produced in the United States, if the quality and price are comparable with other goods.

SALES TAX. The City is exempt from paying all local and state sales tax. The Finance Department can provide the necessary exemption documents to any vendor upon request. It is the responsibility of the purchaser to ensure sales tax is omitted from the invoice.

PERSONAL PURCHASES. Purchases by employees with city funds shall be limited to items used in the performance of their duties as employees. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases for private use.

BUYING PROPER QUALITY. Quality and service are just as important as price and it is the duty of the requisitioning department to secure the best quality for the purpose intended. Quality buying is the buying of goods or services that will meet but not excessively exceed the requirements for which they are intended. In some instances, the primary consideration are durability and reliability. With other

purchases, it may be a question of immediate availability, ease of installation, frequency of repair or efficiency of operation that must be given primary consideration. In the case of motor vehicles and similar capital expenditures, departments may want to include life cycle costs or EPA mileage ratings when comparing bids as opposed to utilizing the price as the criterion for determining the lowest responsible bidder. It is the responsibility of each Department Head to become familiar enough with the available equipment to determine the appropriate quality required in order to develop specifications.

CREDIT CARD PURCHASES. Credit card purchases must follow the guidelines outlined in this policy. Use of the City-issued credit card should not lead to convenience fees and should only be used when it is advantageous to the City.

- All purchases made with a City issued credit card or by electronic transaction shall be accounted
 for with purchase receipts retained from the point of sale at which the item(s) were purchased.
 The Department Head is responsible for submitting detailed receipts and is responsible to
 ensure that duplicate receipts are obtained if the original receipts are lost. He/She will initiate a
 purchase request to account for charges made on the card. The purchaser will advise the
 vendor that the purchase is tax exempt.
- 2. Proper documentation of each charge must be forwarded to the Finance Office. If proper documentation is not received, the payment of the charge is the responsibility of the employee and may be deducted from the employee's pay.
- 3. The Finance Office shall audit the credit card receipts, reconcile the credit card statements, and process the charges for payment by the City.
- 4. Any transaction must comply with all applicable City policies.
- 5. Purchase of alcoholic beverages is prohibited.
- 6. Cash advances are prohibited, and the card cannot be used for tips.
- 7. City issued credit cards or any electronic transactions may not be used to pay for any item which does not directly benefit the City of Miller.
- 8. The credit card accounts shall be administered by the Finance Office.
- 9. Personal use of the credit card or any electronic transaction is strictly prohibited. Misuse of a City issued credit card or any electronic transaction will be considered grounds for disciplinary action up to and including termination. All improper charges are the responsibility of the employee.
- 10. Any perks, credits or items of value earned through the use of said City issued credit card shall only be used for the benefit of the City and not for that of any employee. Additional cardholder responsibilities will be communicated as necessary.
- 11. Cardholders are required to read the credit card agreement and sign it acknowledging receipt of the City of Miller's Credit Card Policy.

PURCHASING PROCEDURES

The City Council hereby establishes the following policies regulating the degree of formality to be followed in the purchase of goods and services, depending on the costs of the items to be purchased.

The intentional splitting of planned or predictable annual purchases into smaller orders to avoid these requirements is to be discouraged and strictly prohibited when total purchases will exceed limits requiring approval or public bids. All purchases shall be documented by a written Claim Voucher. Department Heads should designate employees who will be allowed to make purchases. It is the responsibility of each Department Head to provide internal control procedures to ensure that all purchases are necessary and for legitimate public purposes.

Claims Payable Policy: Claim Vouchers completed by the Finance Office must be approved by the Department Heads in their entirety, including the line item within the department's budget, indicating where the funds should be taken from to pay for the expense.

All claims must be submitted to the Finance Office by the Wednesday prior to the Council Meeting held on the 1^{st} and 3^{rd} Monday of each month. Any claims after that day will be paid in the claims of the next Council Meeting excluding the pre-approved monthly claims (bills in between).

The Department Head/authorized purchaser will endeavor to obtain the best price available for the City by obtaining a minimum of:

- For purchases less than \$1,000.00 Consideration will be given to receiving the best price available with preference toward local vendors.
- For purchases over \$1,000.00 but under the legal bid limit a minimum of three (3) written or documented competitive proposals or quotes with preference toward local vendors.

Two non-responsive requests for proposals or quotes equates to one (1) written proposal or quote. All vendor contacts made when soliciting proposals or quotes will be recorded and included with formal records. The only exception for this rule will be in the case of sole source suppliers for proprietary materials. All due diligence must be made to ensure the provider truly is a sole source supplier. Fees for all professional services should go through the same selection/documentation process. It is the responsibility of the individual incurring charges to route through their Department Head to the Finance Office in a timely manner, all invoices, charge slips, credit card receipts, etc.

For purchases in excess of the State Bid limit – City Council approval must be obtained before any expenditure or indebtedness against the City in excess of the state bid limit is made. There are currently two bid limits to consider when entering into purchase contracts. If the City intends to enter into a contract for any public improvement that involves the expenditure of fifty thousand (\$50,000) dollars or more, or a contract for the purchase of supplies or services, other than professional services, that involves the expenditure of twenty-five thousand (\$25,000) or more, the City shall advertise for bids or proposals (SDCL 5-18A-14). Once the quotations have been obtained by the department, a summary copy should be completed prior to the preparation of a claim voucher.

Department Heads are reminded that the use of written quotations requires appropriate planning to ensure that adequate lead time is available to satisfy the purchasing requirements. It is possible to hand carry the Request for Quotations forms to qualified vendors, obtain and document the quotes, and submit a claim voucher in a single day.

- Department Heads anticipating expenditures for goods or services exceeding the State Limit in value must prepare specifications based upon standards appropriate to meet the City's needs.
 Specifications should be forwarded to the Finance Officer for review, comment, approval, and placement on a Council agenda for bid date setting.
- 2. The Finance Office will then assist with the preparation of the complete bid package, advertisements, contract documents, and specifications to meet the City purchasing policy. Department Heads will send an announcement of the bid letting to qualified vendors and contractors and will send a packet containing an invitation to bid, specifications, and general bid documents to vendors and contractors that respond to the legal notice and to appropriate builders exchanges and contractor information publications, and maintain a complete list of all plan holders until the contract has been complete.
- 3. The first public notice must be advertised in the local newspaper at least ten (10) calendar days prior to bid opening. After the bids are publicly opened, the bids or copies will be turned over to the Department Head and/or city engineer for review.
- 4. The Department Head and/or city engineer will prepare a written tabulation of all bids and draft a memorandum addressed to the City Council, which will include the recommendation for the bid award.
- 5. The written tabulation and memorandum shall be forwarded to the Finance Office so that it can be placed on the City Council Agenda with the copies being distributed with the agenda to the City Council.
- 6. All purchases requiring bidding must be awarded by the City Council at a public meeting. The award will normally be made to the low bidder meeting specifications, however, there may be instances when the low bid is not from a responsible bidder, doesn't meet minimum specifications or is not deemed to be in the best interest of the City. When such a situation arises, it is incumbent upon the Department Head to thoroughly document the reasons why the low bidder should be disqualified.

SPECIAL PURCHASING PROCEDURES

Occasionally, the City may need to purchase goods or services under circumstances which do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply. The following guidelines are provided with regard to making such purchases.

SOLE SOURCES - In the event that there is only one vendor capable of providing a particular good or service, then the competitive shopping procedures outlined in this manual may be waived by the City Finance Officer. Whenever a Department Head determines that they must purchase goods or services from a "sole source vendor," they should document why only one company or individual is capable of providing the goods or services required. The documentation should be attached to the claim voucher.

COOPERATIVE PROCUREMENT PROGRAMS - Cooperative purchasing programs should be considered whenever the desired product or services cannot be provided by a local vendor at a competitive price. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity

purchases made by State Government. The State Bid Price List may be obtained at www.state.sd.us/boa/ouble, (1) click on "Central Services"; (2) click on "Procurement Management;" (3) click on "Contracts" and then the item(s) you are interested in. The City is also a member of several joint purchasing alliances. With these memberships we have the opportunity to purchase off of nationally, competitively solicited contracts. Purchases made through these programs have met the requirements of competitive shopping and require no further documentation. The City is encouraged to check with each of these agencies regarding cooperative procurement contracts in effect prior to making any large purchase.

PROFESSIONAL SERVICES - Normal competitive procedures cannot be utilized in securing professional services such as attorneys, engineers, certified public accountants, planners, and other professional people who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. A Request for Proposal (RFP) can be prepared much the same way as specifications including requirements and minimum standards for the services to be provided. RFPs should be submitted to the Finance Officer for review and approval prior to distribution. When an RFP for professional services is approved, a limited number of qualified professionals known to the City will be invited to submit a proposal setting forth their interest, qualifications, and how they can meet the City's needs. In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. A contract may be negotiated with the professional deemed to best meet the City's needs.

OPEN PURCHASE ORDERS - Open Purchase Orders are for long term contracts for goods or services specified on an "as needed" basis. Examples of Open Purchase Orders include fixed unit pricing on construction materials such as rock, concrete and asphalt, trees and other landscaping materials, automotive supplies such as tires and batteries, hardware, and office supplies such as postage and paper, that would be frequently or routinely utilized by the City and for which the initiation of competitive shopping each time the goods or services are required would be cumbersome and inefficient. At minimum all open purchase orders should be reviewed every three (3) years.

EMERGENCY PURCHASES - True emergency situations are rare. The bid procedures outlined in this manual may be waived under emergency conditions. True emergency situations exist when the health or welfare of the people are involved. Given the rarity of such situations, purchasing departments must attempt to obtain two competitive quotations and thoroughly document the emergency. Occasionally, equipment will require emergency repairs or other circumstances will necessitate emergency purchasing which cannot await compliance with these regulations. Department Heads faced with an emergency purchase are to notify the Finance Officer as quickly as possible.

BILLS IN BETWEEN - Bills in between are bills that are determined to be pre-approved by the Common Council for payment twice a month. Items to be included in the bills in between include:

- 1. Council and employee wages and payroll deductions/benefits
- 2. Contracts approved by Common Council
- 3. Utility payments such as City of Miller

- 4. Credit card processing fees (rare, attempt to avoid)
- 5. Loan/Bond payments
- 6. South Dakota Retirement System monthly payments
- 7. South Dakota sales tax and excise tax remittances
- 8. Utility deposit refunds
- 9. Utility Billing eCheck Transaction Fees
- 10. Employee wage garnishments

CONTRACTS

South Dakota Codified Law (SDCL) restricts City employees from entering into contractual agreements without authorization by the governing body, the Common Council of Miller. The policy of the City of Miller is to be compliant with SDCL 9-1-5 which states:

Contracts to be authorized by governing body--Execution of contracts and other instruments--Delegation of authority. No contract of a municipality is valid unless the contract has been authorized by a vote of the governing body at a duly assembled meeting thereof.

Each written contract shall be executed in the name of the municipality by the mayor or president of the board of trustees, be countersigned by the auditor or clerk, and have the corporate seal attached. However, the governing body of a municipality may, by ordinance or resolution, delegate to any employee of the municipality the authority to enter into a contract on behalf of the municipality and to execute the contract and any other instrument necessary or convenient for the performance of the contract subject to the limitations delegated by the governing body.

The term contract can be summarized as: an agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.

If you are unsure of whether the purchase you are making is entering the City into a contract, you must consult with the City Finance Office prior to proceeding.

TRAVEL

The goal of the City is to allow travel arrangements that (1) conserve public funds, (2) provide equitable treatment of all personnel, and (3) allow travel in a manner that is dignified and reflects credit on the City of Miller. These rules are applicable for all travel expenses incurred on behalf of the City by Employees and Appointed Officials. Decisions as to which trips will be authorized are generally made through the annual budget process. Attendance at other meetings outside the Miller area may be authorized when the Department Head is an active participant in the Local, State and/or National organization. Per City Personnel Policy 6.7.2, all out of town travel must be approved by City Council Prior to the date of travel except in emergency instances. Attendance at various local professional and

technical conferences and meetings will be authorized as funds and time permit. Good judgment and a proper regard for economy are expected when incurring travel expense on behalf of the City. There is no objection to a spouse and/or other family members traveling on an official trip, but no expenses attributable to them will be reimbursed by the City. Within seven (7) days after returning from a trip an expense report must be forwarded to the Finance Office along with all receipts.

DISPOSAL OF SURPLUS GOODS

In accordance with SDCL 6-13-1, the governing board may sell, trade, destroy or otherwise dispose of any land, structures, equipment or other property which such governing board has, by appropriate motion, determined to be no longer necessary, useful or suitable for the purpose for which it was acquired. No motion is required to sell, trade, destroy, or otherwise dispose of consumable supplies, printed text, or subscriptions.

Independent Contractor Agreement

This Independent Contractor Ag	reement ("Agreement") is made and entered into on the
date on the signature page below, by an	d 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 ar	e 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 <u>Assistance With Violations</u>. 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 <u>Generally</u>. 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 <u>Commercial General Liability Insurance</u>. 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 <u>Professional Liability Insurance or Miscellaneous Professional Liability Insurance.</u> 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 <u>Business Automobile Liability Insurance</u>. 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 <u>Proof of Insurance</u>. 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	on required under this Agreement shall be in
writing and sent to the address set forth on the	e 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 mail-	• * *
default or termination shall be sent by registe	red 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:

SOUTH DAKOTA MUNICIPAL LEAGUE

District 5 Annual Meeting

Monday, March 20, 2023 Onida, SD

Renew old acquaintances, make new ones, learn about new legislation, and visit with representatives from state agencies and other elected officials.

The annual SDML district meetings are open to any SDML members. Mayors, town presidents, council members, and city officials are especially encouraged to attend. Area legislators, State agency representatives, and congressional delegates have also been invited. Attendees are able to register and bring guests.

More details will be available closer to the event date.

Schedule of Events

6 p.m. CT | Social 6:30 p.m. CT | Dinner 7 p.m. CT | Program

Location

Onida, SD

Accessibility Accommodations

Auxiliary aids and other reasonable accommodation shall be made upon request to ensure that programs are fully accessible to all individuals. If you would like to request special accommodations, please contact the SDML office at 1-800-658-3633.

Other Opportunities

If you are unable to attend the meeting in your district, you are welcome to attend a meeting in another district

· SOVERHOR'S DEFICE OF ECONOMIC DEVELOPMENT ·

al Improvement

APPLICATION -

MITRODUCTION

a total population fose then 5,000 residents, be willing to proxide a financial mater, and do not currently have a live-your capital improvement plan in plant. In their existing plan is older that d improvement plans for engitie involopalities within South Dakera. Eligible municipalities must have ISOFO has roomated with ISG. itc., an architectureitenginearing firm, to provide Bueryear capital years old. Applications withis accepted what all tunds under the program have been allocated

Platace Typpe or priet clearly. Be sure to fill in each blank and answer each question

APPEICANT INFORMATION

NAME OF APPLICANT MUNICIPALITY. City of Milling

ECONOMIC DEVELOPMENT CONTACT Laine Warkenthien

CONTACT: HOME 005 204-0155

equipacte-mail warkenthien@quoiibank.com

municipality contact. Shella Coss

CONTACT PHONE Brance-office descripation lines 1605 853 2705

CONTACT E MAIL Briance office@cityofcaller.com

MUNICIPALITY ADDRESS 120 W 2nd Street, Miller SD 57802

brejon 1867 i Thorast Weigeraronde i Pieres South bascha prom

QUESTIONNAIRE

By selecting was to the below questions, you are agreeing to do the following:

- 🔞 YES 🔾 NO Is: the population of your municipality less than 5,000 residents?
- O YES (S) NO Does your municipality currently have a five-year capital improvement plan in place?
- Applicant can provide a match of \$15,060 payable to ISG. Inc. in monthly

່. ເຊິ່ງຈີນ skipotest YES. Bur ranat brokets ຕູລູຄູງ ປະທຸດ ປີລູຄູງ ປະທຸດ Library Labyra (All Library)

- ONO SAK® installments as work is completed on the five-year capital improvement plan.
- Š O. NO Subject to a satisfactory outcome, your anthorizing body in a. City council, must formally (through a protest of the municipality's choosing) on no less than an annual basis. edopt the five-year capital improvement plan and make best afforts to update the plan
- Ti. O 8 Applicant will make best efforts to have municipality staff economic development representatives and elected officials available, as nepassary, or appropriate

0

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© XES ONO Municipality and/or its advisor(s) will furnish existing intrastructure studies Tive-year capital improvement plais. lie, water, wastewater), facility assessments, and other plans/documents associated with municipality, awned assets only as is necessary or appropriate to aid in completing the

ATTACHMENT SECTION

- nde. 🔲 Pravious capital improvement plan, it applicable
- Letter of monetary support
- Estier of Economic Development support
- [26] Attachment of overview of Economic Development focus for plan

CERTIFICATION

kā tiedzījai to provide general paradopara There is no intentity deceive or defiand the hovernors. Office of Economic Development or any potential All-information contained above is true and complete to the best knowledge and delight of the applicant.

OFFICER'S SIGNATURE

OFFICER'S NAMESTIFILE Ranald Blackford, May Brisio

¥есеноме мимьей 605 853-6001

DATE 1 1412023

SOUTH DAKOTA

камантала в четельна от вое во в испеча коо



finance office@cityelmiller.com Phone: (605) 853-2705 Fax: (605) 853-3617

ON HAND DEVELOPMENT CORPORATION 526 N Broadway Ave Miller, SD 57362

January 25, 2023

GOED - Capital Improvement Plan Grant

city to create a 5-year Capital Improvement Plan that can be easily referenced frequently. Improvement Plan Infrastructure First Project. It has been a goal of the The City of Miller is very interested in participating in the Capital

grant. The final council approval is set for February 6, 2023 willing and able to provide the necessary \$15,000 to supplement the our comprehensive plan that was last updated in 1982. The city is We have budgeted \$10,000/year for the past four years to renew

grant/project. community to a bright future. Please consider Miller worthy of this We would benefit greatly from this project to guide our

Sincerely

Ronald Blachford

Mayor

January 25th, 2023

City of Miller Miller, SD 57362 120 W 2nd St

RE: Infrastructure Support Letter

reports and updates to the city at council meetings on a quarterly basis to keep them informed. community to improve the quality of life for our citizens and On Hand Development Corporation gives has served on our board since 1990. On Hand and the City work back and forth on projects in the organization in Hand County, we have a strong relationship with the City of Miller and a council person Since 1990 the beginning of On Hand Development Corporation which is the economic development

gas, roads, railroads, and broadband for aconomic development efforts in Miller is crucial. Without The importance of infrastructure planning in our area whether it be water, wastewater, electric, natural developments and without proper infrastructure. It will naver be possible. demands and will never allow growth. The community has been discussing housing and new housing proper infrastructure and keeping it updated a community cannot maintain the business and residential

On Hand Development Corporation supports the City of Miller applying for the Capital Improvement Planning grant and that On Hand Development Corporation will participate in the planning process.

Sincerely

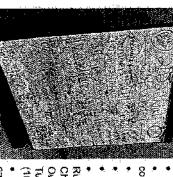
On Hand Development Corporation aine Warkenthien



November 22, 2022 Strategic Planning

gathered to review the Strategic Plan from 2021 and to work on a revised plan for years On November 22, 2022 12 people representing On Hand Development Corporation Wilhelm, Megan Fritzsche, and Kecia Beranek Brian Bonebright, Laine Warkenthien, Sarah DeHaai, Joe Zeller, Cooper Bebo, Jason to come. Those attending were: Jim Jones, Tim Bode, Travis Stevens, Natalle Bertsch,

We started the night with a short 15-minute meeting and a meet. We then celebrated victories from the past year and previous years. Some of the things that stood out



Wall of Wonder

Sales Tax is Up and BBB Tax is Up

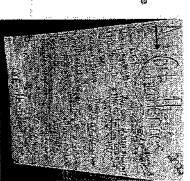
increased Funding from both the city &

- Pipestone Farms: \$477,000 to County
- New Faces- New Board Members
- Sommers Bar Sold
- Owners—Subway, Dew Drop Jrm, Dance Studio. Rustic Roots 605, SD Arms, ELO, Titan Machinery, (10 Mile) Wind towers, Dollar Tree, L&S Towing Turtle Creek, Sommers Bar, Take Out, Salty Heifer Christensen Farms, DT- Trak; New Business Business-Business Expansion - Blevior,
- came from outside our community, new and School- Fire brought people together, funds

- improved equipment, building; insurance was a blessing, class numbers are up, opt out didn't have to go to a vote, sports year was incredible, new administration, staff and teachers are in a positive light
- Housing- OHDC secured land for additional funding, less delipidated properties around town,
- County- future of Hand County seat was secured with the upgrades to the elevator, county landfill is full and expansion secured for 2023, NO covid task
- City- City Phases on Track- Phase 3- 90% Complete, new electric meters,
- Crystal Park has new and improved dump station, library, sandbox and now working on new camping packs for all camp spots AND new pool drawings and Ideas are taking shape
- Community Center biggest year for un paid events
- St. Lawrence Park completion
- On Hand has elevated awareness both at a local and state level- radio, social media and soon TV
- Baseball/Softball jundraising has been successful- new batting cage and soon to have 2 new score boards, 150+ out for baseball/softball in 2022
- business in our community but also On Hand Women in Business Feature on Facebook elevated exposure to women in
- Harvest was better than expected
- New Ambulance
- caming in 2023 "Annie" Play was a huge success and well attended... another Community Play
- Christmas Light Show got bigger and better in Crystal Park
- Library- great year of events and attendance/also new parking lot and roof

Challenges:

- Interest Rates
- Labor- shortages, losing the boomers, change in hours of operation,
- After effects of COVID- \$\$\$ Handouts
- Medical Professionals gone/leaving
- Natural Gas
- Drought
- Loss of farms≖loss of business owners
- CAVE people
- Lack of Land/Infrastructure
- Pipeline/PR
- Lack of Skilled Labor



- Surcharges- semething our community will be paying for long time
- Zoning Issues- thought process
- Nursing Home
- Divide- politics- local, state and national level
- Mentality- only to make me or friends successful (some not all)
- Educating everage citizen to pay attention what we are doing
- inflation
- Maintain population
- Recessional denial
- OHDC Housing Development and no grant (unknown)
- New things not getting passed-quality of life (Q.O.F.

We then took a dive into our plan and identified 4 goals

Goal #1 Internal Operations

- a.) Work with the county on our goals and achievements
- b.) Executive Director will report to the county quarterly
- c.) is there another way to create income for OHDC?
- Housing- Duplex on new land
 Industrial Park
- Spec Building
- 4.) More Rentals for Community Center- partners for center

ij New Leaders in Our Community

- a.) Identify a few leaders in our community
- Need to have a vision for funding economic development
- Find more women who want to be involved
- Youth- Get them on a team
- b.) Create new teams

Goal #2 Workforce

A. Housing

- a.) Housing Development with School
- b.) Identify more Land- Explore other Sites-Outside of City Limits?
- Quality of Life
- a.) More Events at the Center- Work with C&C for 4th of July Band/Dance
- b.) More Signage- City Parks, Free Camping, Community Center,
- c.) Continue to support groups to create things to do in our community

O New "Welcome Team"

- a.) Work with Ministerial Association on Team
- b.) Create a Magazine with all of the information for our community

Goal #3 Business Retention/Succession c.) Make sure that new folks are CONNECTED and not just forgotten about

A. Business Visits

- a.) Visit each business at least once in a year (All Hand County)
- Succession Plan
- Expansion- adding employees
- Workforce Attraction
- Employee Recruitment Program
- b.) Priority to visit "troubled business" Board must communicate to Kecia any businesses
- B. Business Opportunities c.) Discussion item for every board meeting
- a.) New Industrial Park Development
- b.) Motel/Hotel Project Identify Land
- Get plans drawn up
- Host Investment Meeting for potential investors

Goal #4 Attraction/Promotion of Hand County

A. Branding

- a.) Continued communication with social media, newspaper, and radio.
- b.) Create a new "Magazine" for entire community

Youth Involvement

- a.) Continue to work with youth leaders
- b.) Engage with youth to get involved in community so they return

Action Steps:

- 1.) Spotlight New Businesses Better
- Promote Hand County/Change Name of Facebook



The mission of On Hand Development Corporation is "To maintain and assist in the expansion of existing businesses and support the growth of new businesses while striving to improve the economy and advancing a positive quality of life in Hand County."



A Look Back- History of On Hand

abjects of which are for the furtherance of the above purposes." At a meeting on May 20, 1974 of the in the city of Miller, South Dakota and vicinity, to encourage and assist in the location of new business shall be to aid, assist, encourage, and promote the development and expansion of business concerns of Incorporation states it's purposes and powers as "The general purpose and nature of its business Harlan Bushfield - Vice-President, Taurice Mathiason - Secretary and Treasurer, Under their Articles this company were Herbert A. Heidepriem, Harlan J. Bushfield, and Taunce Mathiason. At their first as Secretary-Treasurer, At this meeting the following officers were elected Herbert A. Heldepriem being of the alrea; to cooperate and act in conjunction with other organizations, public or private, the and industry, to accomplish these purposes by making plant and other facilities available to all such Board of Directors meeting the following officers were elected Herbert Heldepriem - President, Miller Community Development Company was formed on May 26, 1971. Original shareholders of Company maeting on May 20, 1974 is the last evidence of any activity with the Miller Community Development President, James Almond - Vice-President, and Harian J. Bushfield - Secretary and Treasurer. This Miller Community Development Company 800 member Taunce Mathiason submitted his resignation business concerns through lease or other means and thereby to contribute to the economic well-

council of the C.& C committee. All Councilmen voted in favor of said ordinance. On April 7, 1986 Miller. On January 20, 1986 at a meeting of the Miller City Council Mayor Tip Sisk informed the Commerce Association a committee was appointed to research industrial Development in the City of On-Hand Development Inc. — On January 16, 1986 at a general meeting of the Miller Civic and Development, Inc. which was a For Profit Corporation. The individuals present at the meeting were: revenue for the City of Miller, Hand County, South Dakota, by imposing a municipal retail sales and of Ordinance #487 was on May 2, 1987. The purpose of the ordinance is to provide additional needed Day in Miller, SD: A petition drive had created enough signatures to place said ordinance on the the City of Miller" and this ordinance shall be in force until June 30, 1987, May 27, 1986 was Election ordinance said: "the city shall only use the tax monies for industrial and economic development within Ordinance #471 was up for a second reading. The ordinance was published April 9, 1986. The assist, encourage and develop the business and economic prosperity of Miller, South Dakota, and the Onward Hand County) was the Idea of Jim Jones. The purpose of this corporation was "To promote Jim Jones, John Carr, James Hart, John Wilbur, and Kenneth Tucker. The name On-Hand (meaning first day of November 1988. At a meeting in the office of Jim Jones on August 24, 1987 On-Hand use tax pursuant to the powers granted to the municipality by the state of South Dakota, effective the ballot. This petition was filled on April 18, 1986. The Vote was 343 Yes and 281 No. The first reading

promote the agricultural and recreational development of millier and the surrounding area." This "≵oorporation was active until March 1990 when the board made the decision to make this a not-for----surrounding area, and to encourage new industries and to rehabilitate existing industries and to On Hand Development Corporation - On March 23, 1990 the first meeting of the incorporators of profit corporation.

were held John Carr was elected President, James Jones was elected at Vice-President, James Hait On Hand Development Corporation was held at Lips dining center in Miller, SD. Election of officers was elected Secretary/Treasurer.

Few Past Success Stories of On Hand:

Industrial Park

Pipestone Farms Mid Dakota Rural Water Hand in Hand Daycare DT-Trak Friendship Center Sommers Bar Miller Central Speedway Center for independence Welcome to Miller Signs Christensen Farms Miller Community Center Soybean Plant Famous Steers On Main Street Kessiers Rathroad Authority lands of Hope

Rustic Roots 605 Turtle Creek Saloon Bike Paths American Land Agency Birdseed Plant

Awnings Program

2 Governor's Homes Mural on Polly Shoe Store Vern's Manufacturing- expansion

52

KOHLMAN, BIERSCHBACH & ANDERSON, LLP CERTIFIED PUBLIC ACCOUNTANTS

PACINERS
PACINERS
EMILY SCHAEFERS; CPA
WILLIAM J BACUMUJER, CPA
CHRUSTINE OLSEN, CPA

117 B 3RD STREET * PO BOX 127 MILLER, SD 57362 605-853-2744 * 605-853-2745 (FAX) KBACPAS,COM

MOBRIDGE, SOUTH DAKOTA

WITH AN OFFICE IN

January 14, 2023

City Council City of Miller 120 West 2nd Street Miller, South Daketa 573,62

We are pleased to confirm our acceptance and understanding of the services we are to provide for the Gity of Miller for the year ended December 31, 2022.

position - modified cash basis for proprietary fund for the year ended December 31, 2022 and perform a compilation You have requested that we prepare the financial statements of the City of Miller, which comprise the statement of net position - modified cash basis of the proprietary funds and cash basis of the governmental funds and the statement of net position - modified cash basis, the balance sheet - modified compilation engagement. with the financial statements. Such supplementary information of change in long-term debt will be prepared and presented budgetary basis for the governmental funds, and the schedule prepared in accordance with the modified cash basis of financial statements as required for financial statements engagement with respect to those financial statements. balances - modified cash basis for governmental funds and the statement of revenues, expenditures, and the changes in tund is the responsibility of management and will be subject to our accounting. In addition, the budgetary comparison schedule financial statements will not include related notes to the statement of revenues, expenses and changes in the net the related statement of activities - modified cash basis, the These

We will assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

January 14, 2023 Page Two

City of Miller

Our Responsibilities

The objective of our engagement is to-

- prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you and
- apply accounting and fibancial reporting expertise to assist you in the presentation of inancial statements without undertaking to obtain or provide any assurance that there are no material statements in order that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) premuigated by the Accounting and Review Services Committee of the AICPA, and comply with applicable professional standards, including the AICPA's Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or concompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

City of Miller - - January 14, 2023 Page Three

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the cinancial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- . The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting.
- 3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- 5. To ensure that the City complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7. To provide us with -
- access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- additional information that we may request from you for the purpose of the compilation engagement.

City of Miller January 14, 2023 Page Four

 unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form aid content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

our report will disclose that the City's management has elected to omit substantially all the disclosures ordinatily included in financial statements prepared in accordance with the modifited cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

You agree to include our accountants' compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

City of Miller January 14, 2023 Page Five

The supplementary information accompanying the financial statements will be presented Top purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

Other Relevant Information

Emily Schaefers is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are based upon the time required by the individuals involved in the engagement, plus any direct expenses.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Kohlman, Birschland & anderson, LLP

Kohlman, Blerschbach & Anderson, LLP

ACKNOWLEDGED

CITY OF MILLER

Signature Title

Date

Cindy Deuter

From: Sent: Alicia Bywaters <AMB@civicplus.com> Wednesday, February 1, 2023 10:58 AM

To:

cindy.deuter@cityofmiller.com

Subject:

Miller, SD #16487 - Estimate for Supplement No. 8 to Municipal Code (Authorization Required)

Importance:

High

Hi Cindy,

Good morning and I hope all is well. I have outlined the following cost estimate for Supplement No. 8 to the Miller, SD Code of Ordinances. Per the City's account set up, we will hold the supplement until we receive authorization from you to commence with its publication. Please note that we are conservative with estimates and will only invoice for the actual charges upon its completion, and the City will not be charged for any blank pages. I estimate the following:

74 pages at \$19.00 per page = \$1,406.00 1 images/graphics/tabular matter at \$10.00 each = \$10.00 Shipping 15 copies = \$15.00 Total Estimate = \$1,431.00

The following material has been recorded to this supplement: Ordinance Nos.: 732; 733; 734; 735; 736; 733; 738; 739; 740; 741 & 742. *Please also provide the updated Fee Schedule for inclusion in Supplement No. 8.*

We appreciate every opportunity to be of service to the City and I look forward to hearing from you in regards to the above. If you have any questions, please let me know.

Thanks and have a wonderful day!

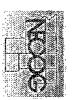
Alicia

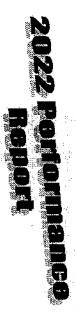
Please note my new email address: amb@civicplus.com
Have ordinances to send in? Please send them to municodeords@civicplus.com

Alicia Bywaters
Client Success Specialist • CivicPlus
850.692.7013
amb@civicplus.com

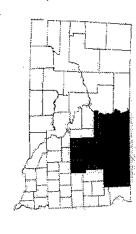


Powering and Empowering Local Governments





Northeast Council of Governments



Executive Board

Chair: Doug Fjeldheim, Brown County

Vice-Chair: Tom Hansen, Beadle County

Secretary Treasurer: Jim Tompkins, Day County

At-Large Member: Catherine Blumhardt, Edmunds County

At-Large Member: Sandy Hagny, Potter County

Aberdeen, South Dakota 57401 416 Production St. N, Sulte #1

Phone: (605) 626-2595

Website: www.necog.org Fax: (605) 626-2975

Introduction

twelve months. The document contains general organization information, regional service highlights, and This report is a summary of the services provided by Northeast Council of Governments during the past specific county work activities.

Buckground

NECOG-is a voluntary association of county and municipal governments that was established in 1973. Development District? NECOG is considered to be a "quasi-governmentar" organization The 12-county region is a U.S. Eccacanic Development Administration designated "Economic

NECOG provides "on call" staff support, involving:

- Grant and Loan Application writing
- Project administration
- Research
- Land use planning Information Source
- Technical Assistance

Special services include:

- Small business loans (Northeast Council of Governments Development Corporation)
- Census Information NECOO is 1 of approximately 50 Census Information Centers in the
- Emergency Management Plans
- Mapping (Geographic information System)
- Environmental Reviews
- Strategio Planning

Alison Kiesz, Revolving Loan Fund Manager Bric Senger, Executive Director Ted Dickey, Program Coordinator

> Lesicann Paimer, Community Development Specialist (CDS) Jordan Mintz, Accountant/CDS

contracts, special purpose grants, and technical assistance focs. The 2022 expense budget was \$697.218. Approximately 22% of NECOO funding comes from local government dues. NECCOT is financed through membership dues, administrative charges, state and federal agency service

Twelve Month Highlights

The following programs, services, and assistance activities were provided throughout the region

- A total of 81 grant and loan applications were prepared.
- Successful proposals resulted in \$248,097,669 of outside funding.
- NECOG and NECOG DC received an additional \$259,993 in direct funding.
- 11 businesses received NECOG-DC loans totaling \$1,662,275
- NECOG-DC assistance leveraged \$1,186,932 in private investment. There were \$4 jobs areated or retained.
- NECOG directly provided census information to 10 Counties and 19 Cities with redistricting
 assistance. All entities reveived census block maps, census block data on population and
 deviation calculations. Additional assistance was offered to Counties and Cities to produce maps
 and develop different district and ward population scenarios.
- Providing information and assistance to all Cities/Counties with their direct allocation of American Rescue Plan Act (ARPA) funding. Total allocation in our region is \$30,273,748.
- District staff attended over 250 meetings throughout the region.
- NECOG continued to assist the South Dakota Department of Transportation with a road inventory project for all township, city and county roads in the region.
- 1 County Pre-Disaster Miligation Plan was completed this year and grant applications were submitted for 5 additional Counties.
- 14 cities and counties were assisted with land use planning or municipal ordinances assistance, creation, or revisions.
- Numerous local governments and private businesses were assisted with registering/updating of the System for Award Management. SAM requires active status to be uligible for federal program application and award.
- Provided census information throughout the region utilizing data results of the 2020 Census and subsequent American Community Survey releases.
- Provided ungoing information on numerous grant and toen programs available to Cities and Counties in the region.
- Participated in County association meetings and Municipal League district meetings in the region.

Overall Enading Total

Since 1997, NECOG has assisted its membership in obtaining \$856;747,628 in outside funding assistance. This figure represents \$9,285, for every person in the region (based on 2020 Census). NECOG has also directly received \$9,993,271 in grants and contracts from State, Federal and Local Foundations. This money has been used to provide direct services back to the region.

Acronyms Used In This Report.

USDA EII.	USDA RO	SD GEM	SDCFG	SAM	.PDM	LWCF	Ħ	l'E\$	DOMN	HMGP	GE&P RT	FLAP	EPA	€DP₽	DWSRF	DOT TAP	DOT CAG	DOT	DANR.SWP	DANR SWMG	DANR SWIFF	DANR SSFF	DANR SCPG	DANR DWFF	DANR	CWSRF	CWFCP	CDBG	ARPA
USDA Rural Development Economic Impact Initiative	United States, Department of Agriculture Rural Development	Office of Emergency Management	South Dakota Community Foundation Grant	System for Award Management	Pre-Disaster Mitigation	GE&P Land and Water Conservation Fund	GOED's Local Infrastructure linprovement Program	Limited English Proficiency USDA RD	James River Water Development District	Hazard Mitigation Grant Program	GF&P Recreational Trails	Federál Land Access Piggram	Environmental Protection Agency	GOED's Economic Development Partnership Program	Drinking Water State Revolving Fund	Transportation Alternative Program	Community Access Grant	Department of Transportation	State Water Plan	Solid Waste Management Grant	Simall Water Facilities Funding	Sanitary/Storm Sewer Facilities Funding	Small Community Planning Grant	Drinking Water Facilities Funding	Department of Agriculture and Natural Resources	Clean Water State Revolving Fund	Consolidated Water Facilities Construction Program	Community Dayelopment Block Grant	American Rescue Plan Act

2022 Performance Report - Page 2



Refura Or Investment 1997-2022

Return On Investment	Dues Paid	Assistance Obtained
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٠.		٠.

\$79,278,946 \$420,724

Recept Applications - Last 12 Months

2022 Performance:Report -- Page 4

Wolsey	Wolsey	Wolsey
Wastewater Outfall Line	Wastewater Outfall Line	Fire Truck
DANK SSFF	DANK SWP	USDA RD
\$226,000	\$50	\$445,000
	\$	
Pending	\$0 Approved	Pending

A complete historical list of all funded applications is multituined at the NECOG office

Recent Work Activities

- Prepared and assisted in the development of the 15 applications listed above in Beadle County
- Assisting Counties and Cities with ARPA allocated funding, initial allocations for Beadle County and Cities is \$6,143,408.
- Working with Huron to identify potential brownsfield sites in the community under an agreement Provided assistance to Beadle County with their redignicing process using GIS mapping and 2020 census information.
- with DANK
- Provided information to Wolsey on ambulance and fire truck funding options Provided information to Huron Housing on HUD low to moderate income data
- Continue to discuss options with Lake Byron for the development of a wastewater collection System
- Discussed future water and wastewater project funding in Huron
- Provided information to Yale on recreational project
- Provided information to Huron on Safe Routes to Schools
- Provided CDBG project administrative assistance to Ethnon for wasteneder improvements
- Provided CWSRF project administrative assistance to Huron for wastewater improvements Provided HMGP project administrative assistance to Huron for Safe Room Provided DANR ARPA project administrative assistance to Huron for three grants water,
- Provided CWFCP project administrative assistance to Wessington for cleaning and televising wastewater and storm water projects:

NECOG Development Corporation

Regional Revolving Loan Fund

	\$1_49 8	94.500	A cuitouith mui	10
Jobs Created/ Retained	Amount Leveraged	Цоап. Авгоция	Type	Location
1000			ions Closed - 2022	Loan Applicat

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Bendle County has received a total of \$ NECOG-DC loans in the amount of \$665,000.



Ration () Investment	Dues Paid	Assistance Obtained	
Ę			

Return On Investment 1997-2022

\$256,145,044 \$727,893

352 to I

Recent Applications - Last 12 Months

Applicant	Project	Funding Agency	Amount Requested	Approved	Status
Aberdeen	Water Treatment Improvements	DANR SSFF	\$51,323,000	\$51,323,000	Approved
Brown County	YMCA Addition	CDBG	\$770,000	\$770,000	Approved
Claremont	Storm Sewer Sindy	DANR SCPG	\$10,000	\$10,000	Approved
Claremont	Storm Sewer & Lift Station	DANR SWP	\$0		Pending
Ciroton	Waterlines	DANR	\$664 <u>.</u> 547	\$664,547	Approved
Heela	Wastewater Study	DANR SCPG	\$10,000	\$10,000	Approved
Heola	Storm Water Study	DANIR SCPG	\$10,000	000,01\$	Approved
jobee Acres	Water Study	DANR SCPG	\$8,000		Pending
Jobee Acres	Water Improvements	DANR SWP	. 50		Denied
Pleasant Valley	Water Study	DANR SCPG	\$8,000	000,88	Approved
Pleusani Valley	Drinking Water upgrades	DANR SWP	\$ 6	\$0	Approved
[Drinking Water	DANR		* *	•

2022 Performance Report - Page 6

Pleasant Valley

DWE

\$398,000

\$398,000 Approved

The	W SOLZEN W			The state of the s	
Approved	\$39,650,000	\$39,650,000 \$39,650,000	DANR DWFF	Phase II	WEB Rural Water
Approved	\$32,710,000	\$32,710,000	DANR	Phase 1 Water Additional	WEB Rural Water
Approved	\$6,520,000	\$6,520,000	DANR	Raw Water Pipe Expansion Phase 1	WEB Rural Water
Approved	0 \$	ŷŷ	DANR SWP	Waterline to Missouri	WEB Rural Water
Approved	\$2,172,000	\$3,498,800	DANK DWFF	Water Improvements	Smatford
Approved	\$128,220	\$128,220	DANR SSFF	Wasicwater Improvements	Stratford
Approved	\$0	\$0	DANR SWP	Wastewater Improvements	Strations
Approved	\$0	\$0	DANR SWP	Waler Improvements	Stractord
Approved	\$10,000	\$10,000	DANR SCPG	Wastewater Study	Stratford
Approved	\$8,000	\$8,000	SCPG	Water Study	Stratford

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Prepared and assisted in the development of the 22 applications listed above in Brown County
- and Cities is \$13,092,304. Assisting Counties and Cities with ARPA allocated funding. Initial allocations for Brown County
- Provided assistance to Groton and Hecla with their redistricting process using GIS mapping and 2020 census information.
- Discussed and provided information on zoning issues and possible updates to Brown County Discussed updating Warner's zoning ordinances and future options: Completed a plan for Brown County on the 5-year update to their Pre Disaster Mitigation Plan.
- Worked with Groton to identify potential brownsheld sites in the community under an agreement
- Provided information to Groton on possible recreational grants for multiple projects. Worked with an Aberdeen housing developer on a grant application to SDHDA for infrastructure with DANK
- Provided information to the Salvation Army on possible childcare opportunities
- Provided information to Stratford on community center improvements
- Discussed potential funding sources for a water study with the Pleasant Valley Homeowners Association
- Discussed Commodity Flow Study with Brown County
- Provided information to Strafford on funding options for a community center
- Provided information to Grotop on funding option for painting their ground storage tank
- Discussed funding options for a wastewater improvement project in Hech
- Provided EDA project administrative assistance to Aberdeen for a new water tower

- Provided DANR ARPA project administrative assistance to Aberdeen for wastewater treatment
- Provided CWSRF project administrative assistance to Aberdeen for wastewater treatment
- Provided CDBG project administrative assistance to Brown County for YMCA expansion
- Completed CDBG project administrative assistance to Frederick for wastewater improvement
- Completed DWSRF project administrative assistance to Groton for water project
- Provided DWSRF project administrative assistance to Groton for waterline project
- Provided DANR ARPA project administrative assistance to Groton for waterline project
- Provided CWSRF project administrative assistance on 2 funding approvals to Claremont for wastewater improvements
- Provided DANR ARPA project administrative assistance to Pleasant Valley for drinking water
- Provided DWSRF project administrative assistance to Pleasurt Valley for drinking water
- Provided CWFCP project administrative assistance to Stratford for water improvement Provided CWFCP project administrative assistance to Stratford for wastewater improvement
- Provided DWSRF project administrative assistance to Stratford for water improvement
- Provided DANR ARPA (2) project administrative assistance to WEB Rural Water on two awards
- Provided DWSRF project administrative assistance to WEB Rural Water on water project

NECOG Development Corporation

Regional Revolving Loan Fund

Location	Туре	Loan Amount	Amount Leveraged	Jobs Created/ Retained
Aberdeen.	Service	\$45,000	\$6	(3) (5)
Aberdeen	Service	\$50,000	\$40,000	2.5
Aberdeen	Service	\$58,267	\$8,934	6,0

Since the creation of the NECOG-DC regional revolving loan find in 1989, Brown County has received a total of 95 NECOG-DC tosats in the amount of \$8,114,226.

NECOG-DC also administers a loan fund for the Business Improvement District in downtown Aberdeen.

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Return On Investment 1997-2022

53 to ! \$10,015,010 \$187,224

Recent Applications - Last 12 Mouths

WarHawk	WarHawk	Herreid	Heyeid	Applicant
PDM Plan	PDM Plan	Water Tower	Water Study	Project
EBMA.	FEMA	DANK SWP	SCPG	Knading Agency
\$40,500	\$40,500	\$0	\$8,000	Amount Requested
			\$8,000	Amount
Pending	Denied	Pending	Approved	Status

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Artivities

- Propured and assisted in the development of the 4 applications listed above in Campbell County Assisting Counties and Cities with ARPA allocated funding. Initial allocations for Campbell
- Provided assistance to Campbell County and Herreid with their redistricting process using GIS County and Cities is \$394,727.
- mapping and 2020 census information.
- Provided information and zoning assistance to Campbell County
- Provided information to Herceld for funding options for water project improvements
- Provided information to Herreid on recreational trail grant funding Provided information to Herreid on funding for new housing developments
- Provided information to Pollock for combining center improvements
- Provided HMGP project administrative assistance to Campbell County for H&H Study

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Regional Revolving Loan Fund **NECOG** Development Corporation

Loan Applications Closed - 2022

Туре

Location

No closed loans in 2022

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Campbell County has received a total of 4 NECOG-DC loans in the amount of \$264,833.

Amount

Jobs Created/

Amount Leveraged Retained

Assistance Obtained Dues Paid

Return On 105 estament 1997-2022

Return On Investment

\$77,252,980 \$247,906

312 to t

Resent Applications—Last 12 Months

Webster	Webster	Webster	Webster	Waubay	Pickerel Lako	Pickerel Lake	Gregvijle	Day County	Applicant
Paws Walk Dog Park	Wastewater Improvements	Sterm Sewer Improvements	Water Improvements	Generator Safe: Room	Wastewater Improvements	Wastewater Improvements	Park improvements	PIDM plan update	Project
LWCF	DANR SSFF	DANK SSFF	DANR	USDA RD	DANR SSFF	DANR SSFF	LWCF	FEMA	Funding Agency
\$10,000	\$7,558,000	\$353,000	\$4,433,000	\$53,124	\$1,300,000	\$2,963,000	\$34,463	\$12,150	Amount Requested
	\$7,558,000	\$353,000	\$4,433,000		\$1,300,000 \$1,300,000	\$2,963,000			Amount Approved
Denied	Approved	Approved	Approved	Pending	Approved	Approved	Donied	Pending	Status

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Prepared and assisted in the development of the 9 applications listed above in Day County Assisting Counties and Cities with ARPA allocated funding. In that allocations for Day County and Cities is \$1,594,153.

2022 Performance Report - Page 11

- Provided assistance to Day County, Wanbay and Webster with their radistricting process using GIS mapping and 2020 census information.
- Working with Day County on making updates to their zoning ordinances
- acquisitions, water pumps, storm shelters Provided information to Day County Emergency Manager on multiple projects for home
- Discussed a LIIP grant and annexation with Andover to build new infrastructure for a potential
- Provided information to Day County Ambulance on Equipment and was able to connect to USDA RI) and the Ambulance received grant funding
- Provided information to Webster, Waubay and Andover on funding options for recreational
- agreement with DANR Worked with Waubay to identify potential brownsheld sites in the community under an
- Discussed with Wanday home acquisitions and housing infrastructure options
- Discussed funding options with Bristol on water storage issues
- unprovements Provided CWSRF project administrative assistance to Andover for sewer and storm sewer
- Provided DANR ARPA administrative assistance to Pickerel Lake on a wastewater project
- Provided CWSRF administrative assistance to Pickerel Lake on a wastewater project:
- Provided CDBC project administrative assistance to Pierpout on wastewater project
- Provided USDA RD project administrative assistance to Pierpont on wastewater project
- Completed DWSRF project administrative assistance to Pierpont on a water meter project
- Provided CWSRF project administrative assistance to Waubay on lagoon project Provided CDBG project administrative assistance to Waubay on lagoon project
- Provided DWSRF project administrative assistance to Webster for waterline replacement
- Provided CWFCP project administrative assistance to Webster for water and sewer replacement
- Provided CWSRF project administrative assistance to Webster for wastewater improvements
- Provided DANR, ARPA project administrative assistance to Webster for water phase II.

 Provided DWSRE project administrative assistance to Webster for water phase II
- page l Provided DANR ARPA project administrative assistance to Webster for wastewater improvement
- Provided CWSRF project administrative assistance to Webster for wastewater improvements for
- Provided HMGP project administrative assistance on Wantay storm shelter project Provided CWSRF project administrative assistance to Webster for stormwater improvements
- Provided HMPG project administrative assistance on multiple Wanbay home acquisition and
- Provided HMGP project administrative assistance on multiple Day County projects for a house

NECOG Development Corporation

Regional Revolving Loan Fund

20aii Applications Closed = 2022

ecation	Туре	Loan Amount	Amount Leveraged	Jobs Created/ Retained
М ацва <i>у</i>	Agricultural	\$325,000	\$456,000	16.0
Webster	Hospitality	\$223,000	\$155,500	8,0

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Day County has received a total of 26 NECOG-DC loans in the amount of \$1,812,515.

~



Refurn On Investment 1997-2022

Return On Investment	Dues Paid	Assistance Obtained

\$45,460,044 \$216,158

210 to 1

Recent Applications - Last 12 Months

Mina.	Ipswich	Ipswich	Bowdie	Applicant
Water Meters	Storm Sewer	Shared Use Path	Wastewater improvements	Project
DANR	DANR SSFF	DOTTA	DANR SSFF	Funding Agency
\$35 Z ,000	\$2,584,482	\$404,900	\$2,429,000 \$2,345,309	Amount Requested
\$352,000	\$2,584,482	\$331,816	\$2,345,309	Amount Approved
Approved	Approved	Approved	Approved	Status

A complete historical list of all funded applications is maintained at the NECOG office

Report Work Activities

- Prepared and assisted in the development of the 4 applications listed above in Edmunds County Assisting Counties and Cities with ARPA allocated funding. Initial allocations for Edmunds
- Provided assistance to Edmands County, Bowdle, Ipswich and Roscoe with their redistricting County and Cities is \$1,069,578.
- Completed Edmunds County update on their zaming ordinances, zoning map and comprehensive process using GIS mapping and 2020 census information
- agreement with DANR Working with Ipswich to identify potential brownsfield sites in the community under an
- 2022:Performance Report Page 14.

Provided information to Edinusds County towns on Recreation grant opportunities

64

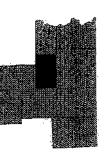
- Provided information to Edmunds County towns on road grant opportunities
- Provided information to Ipswich and Ipswich Fire Department regarding funding for a firehall for their volunteer fire department and safe room.
- Provided information to Ipswich regarding funding options for city hall upgrades
- Provided information to Hosmer for a water tower project
- Provided DWSRF project administrative assistance to Roscoe on Phase 1 water project
- Provided CWSRF project administrative assistance to Roscoe on Phase 1 wastewater project
- Provided DWCO project administrative assistance to Roscop on Pliace. I water project Privided CWFCP project administrative assistance to Roscee on a Phase I water project
- Provided CWSRF project administrative assistance to Roscoe on Phase 2 wastewater project
- Provided CWFCP project administrative assistance to Roscore on Phase 2 wastewater project
- Provided BAB project administrative assistance to Roscoe on Phase 2 wastewater project
- Provided USDA RD project administrative assistance to Bowdle on a water/wastewater project Provided DWSRF project administrative assistance to Roscoe on Phase 2 water project
- Provided CWSRF project administrative assistance to Bowdle on a wastewater project Provided USDA RD project edministrative assistance to Bowdle on a road project
- Provided DANR ARPA project administrative assistance to Bowdle on a westewater project
- Provided CWSRF project administrative assistance to Ipswich on a storm sewer project
- Provided DWSRF project administrative assistance to Mina Lake Sanitary District on a water Provided DANR ARPA project administrative assistance to Ipswich on a storm sewer project
- Provided DANR ARPA project administrative assistance to Mina Lake Sanitary District on a

Regional Revolving Loan Fund NECOG Development Corporation

2.0	\$7,500	\$34,500	Agricultural	Bowdle	
Jobs Created Retained	Amount Leveraged	Loan Amount	Туре	Location	
			ions Closed - 2022	Logn Applicat	

Since the organion of the NECOG-DC regional revolving loan fund in 1989, Edmunds County has received a total of 23 NECOG-DC leans in the amount of \$1,705,322.





Return Che Investment 1997-2022

Return On Investment	Assistance Obtained Dues Paid
101101	\$20,405,258 \$196,667

Recent Applications - Last 12 Months

Seneca	Cresbard	Applicaut
Wastewater Improvements	Park Equipmen	Project
DANR SSFF	LWCF	Funding: Agency
\$641,800	\$53,493	Amount Requested
\$351,950		Approved
Approved	Withdrawn	Status

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Prepared and essisted in the development of the 2 applications listed above in Faulk County
- Assisting Counties and Cities with ARPA allocated finding, Initial allocations for Faulk County and Cities is \$620,948.
- Provided assistance to Faulkton with their redistricting process using GIS mapping and 2020 census information.
- Provided information on Faulk County's zoning and administrative process
- Provided information to Faulk County on the process for updating the county's hazardous material plan
- Worked with Faulkton to identify potential brownsheld sites in the community under an agreement with DANK
- Provided information to Faulkton on new pool house and community center utilizing multiple
- Provided information to Faulk County towns on Recruation grant opportunities
- Provided information to Faulk County towns on road grant opportunities
- Provided information to Faulk County on housing infrastructure funds available Provided information to Faulkton Area Development Corposation on multiple potential projects
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Provided DWSRF project administrative assistance to Cresbard on water project

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- Provided CWSRF project administrative assistance to Cresbard on wastewater project
- Provided CWECP project administrative assistance to Cresbard on water project
- Provided CWSRF project administrative assistance to Seneca on wastewater project Provided DANR ARPA project administrative assistance to Seneca on wastewater project.

NECOG Development Corporation

Regional Revolving Loan Fund

Ļ	20
Location	ALL CASABILITY
Туре	STREETS CHANGE SERVER
Loan Amount	
Amount Leveraged	
Jobs Cra Retain	

No closed loans in 2022.

Since the creation of the NECOG-DC regional revolving lean fund in 1989, Faulk County has received a total of 2 NECOG-DC leans in the amount of \$165,000.



Return On Investment 1997:2022

Return On Investment	Assistance Obtained Dues Paid
641 to 1	\$131,250,436 \$204,684

Recent Applications – Last 12 Months

Mid Dakom RWS	Miller	Miller	Miller	Miller	Applicant
Water Improventents	Swimming Pool	Water & Wasticwater	Wastewater improvements	Water Improvements	Project
DANR	LWCF	USDA RD	DANK SSFF	DANR DW6F	Funding Agency
\$45,335,000	\$500,000	\$4,144,560	\$910,421	\$4,194,000	Amount Requested
\$45,335,000			\$910,421	\$4,194,000	Amount Approved
Approved	Denied	Pending	Approved	Approved	Status

Recent Wark Activities complete historical list of all funded applications is maintained at the NECOG office

- Assisting Counties and Cities with ARPA altocated funding, Initial allocations for Hand County Prepared and assisted in the development of the 5 applications listed above in Hand County
- and Cities is \$900,884
- mapping and 2020 ceasus information. Provided assistance to Hand County and Miller with their redistricting process using GIS
- Working with Miller to identify potential brownsfield sites in the community under an agreement with DANR
- Provided information to Hand County on zoning ordinances on options for updates.
- Assisted On Hand Development Corporation with application for housing infrastructure
- Provided information to Miller and St. Lawrence on recreational grant projects

- - Provided CWSRF project administrative assistance to Miller for Phase 3 wastewater and storm storm sower project sewer project

Provided USDA RD project administrative assistance to Miller for Phase 3 water, wastewater and

ماما

- Provided CWFCP project administrative assistance to Miller for Phase 3 wastewater and storm
- Provided DWSRF project administrative assistance to Millor for Phase 3 water project sewer project
- Provided CWFCP project administrative assistance to Miller for Phase 3 water project
- Provided DANR ARPA project administrative assistance to Miller for Phase 4 water project
- Provided DWSRF project administrative assistance to Miller for Phase 4 water project
- Provided CWSRF project administrative assistance to Miller for Phase 4 wastewater project Provided DANR ARPA project administrative assistance to Miller for Phase 4 wastewater project
- Provided DANR ARPA project administrative assistance to Mid Dakota for water improvements
- Provided CWFOP project administrative assistance to Mid Daketa for water improvements Provided DWSRF project administrative assistance to Mid Dakota for water improvements
- Provided CWSRF project administrative assistance to St. Lawrence for wastewater project Provided DWSRF project administrative assistance to St. Lawrence for water project
- Provided BAB project administrative assistance to St. Lawrence for wastewater project Provided CWFCP project administrative assistance to St. Lawrence for wastowater project
- **NECOG Development Corporation**

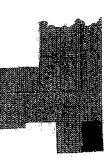
Regional Revolving Loan Fund

Low Applications Clased - 2027 Lecution N. A. Ашоия Dan Leveraged Amount Jobs Created/ Retained

Ne closed loans in 2022

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Hand County has received a total of 6 NECOG-DC loans in the smount of \$442,878.





Return On Investment 1997-2022

Ration On Investment	Dues Paid	Assistance Obtained
293 to 1	\$222,090	\$65,056,777

Recent Applications - Last 12 Months

\$12,150	\$ 12,150	FEMA	PDM Plan	Marshall County
\$11,537,000	\$11,537,000	DANK	Water Improvements	BDM RWS
\$1,531,000	\$1,531,000	DANR SSFF	Lift Station & Sewer Imp.	Britton
	\$102,720	GOED LIIP	Horton - Wastowator	Britton
	Amount Requested	Funding Agency	Project	Applicant

A complete historical list of all funded applications is maintained at the NECOG affice.

Recent Work Activities

- Prepared and assisted in the development of the 4 applications listed above in Marshall County
- Assisting Counties and Cities with ARPA allocated funding. Initial allocations for Marshall County and Cities is \$1,366,268.
- Provided assistance to Marshall County and Britton with their redistricting process using GIS mapping and 2020 census information,
- Provided assistance to Marshall County with zoning issues
- with DANK Werked with Britton to identify potential brownsfield sites in the continuity under an agreginent
- Provided information to Britton on funding options for sewer line extensions and roads
- Provided information to Britton and Lake City on recreational grants
- Attended Britten community planning meeting and provided funding options on possible projects
- Provided information to Veblen on Community Center improvement options
- Provided information to Lake City on bathroom accessibility upgrades on city building
- 2022 Performance Report -- Page 20

- Completed USDA RD project administrative assistance to Britton for storm sewer project
- Provided HMGP project administrative assistance to Britton for generator project provided DANR ARPA project administrative assistance to Britton for lift station & sewor
- Provided CWSRP project administrative assistance to Britton for lift station & sewer project
- Provided DANR ARPA project administrative assistance to BDM Rural Water for water improvements.
- Provided DWSRP project administrative assistance to BDM Rural Water for water improvements

NECOG Development Corporation

Regional Revolving Loan Fund

Lann Applications Closed - 2022 Location Туре Amount Loan Leveraged Amount Jobs Created/ Retained

No closed loans in 2022

Stace the creation of the NECOG-DC regional revolving loss flied in 1989, Marshall County has received a total of 10 NECOG-DC toans in the amount of \$782,036.



Return On Investment 1997-2822

Relum On Investment	Dues Paid	Assistance Obtained
1331 On Investment		Obtained

\$26,023,237 \$202,508

129 to 1

Recent Applications - Last 12 Months

McPherson	Eureka	Eureka	Eurcks	Applicant
PDM Plan	Baseball Field Lighting	Wastowater Improvensents	Baseball Grandstand Updates	Project
FEMA	LWCF	USDA RUD	SDCFG	Funding Agency
\$12,150	\$107,542	\$1,195,680	\$0	Antount Requested
		\$995,000		Amount Approved
Pending	Withdrawn	Awarded.	Denied	Status

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Propared and assisted in the development of the 4 applications listed above in McPherson County Assisting Counties and Cities with AIRPA allocated funding. Initial allocations for McPherson
- Provided assistance to McPherson County, Eureka and Leola with their redistricting process

County and Cities is \$692,972.

- Working with McPhetson County on updating zoning ordinances, maps and administrative using GIS mapping and 2020 census information.
- Provided information to the County, Eureka and Leaks on zoning jurisdictions process for the County's zoning
- Provided information to a Leoia housing developer on funding for housing infrastructure
- Provided information to Leola and Eureka on Recreational grants
- Provided information to Save the Stadium committee and Bureka on baseball field options
- Completed an LEP plan for McPherson County

- Provided information to Eureka Development Corporation on multiple programs and options for Working with Eureka to identify potential brownsifeld sites in the community under an Provided information to Eureka on funding and eligibility for warning sirens Provided information to Eureka on housing infrastructure funding Provided information to Lucia and School District on funding for a road by the school community projects agreement with DANR
- NECOG Development Corporation

Completed DWSRF project administrative assistance to Leola for water project

Completed CDBG project administrative assistance to Leola for water project

Provided USDA RD project administrative assistance to Eureka for wastewater project

Regional Revolving Loan Fund

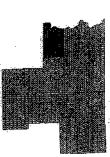
Lang Applications Closed - 2022 Location Type Amount L dear Leveraged Amoust Jobs Created/ Retained

No Closed Longs in 2022:

Since the creation of the NECOG-DC regional revolving loan fund in 1989, McPherson County has received a total of 21 NECOG-DC loans in the amount of \$1,087,523.

Provided information to Eureka regarding funding available for tearing down city owned

commercial properties



Retein On Investment 1997-2022

Assistance Obtained Return On Investment

Recent Applications - Last 12 Months

\$9,531,353 \$202,054

47 to 1

DANR	Applicant Project Funding Amount Amount Approved
	Amount Approved
	nt Status

A complete historical list of all funited applications is maintained at the NECOG office

Recent Work Activities

- Prepared and assisted in the development of the Lapplication listed above in Potter County Assisting Counties and Cities with ARPA allocated funding. Initial allocations for Potter County and Cities is \$690,450.
- Provided assistance to Potter County and Cettysburg with their redistricting process using GIS mapping and 2020 ceasus information.
- Provided information along with District III on the development of County wide parcel project Provided funding sources and process to replace wastewater lines and fire hydrants under Highway 212 in Gettysburg, when the highway is redone
- Working with Gettysburg to identify potential brownsfield sites in the community under an with Potter County
- agreement with DANR
- Provided information to Potter County on funding availability for roads

Provided information to Gettysburg on possible funding opportunities for multiple projects including recreation, roads, water and sewer, community building provided information to Hoven on funding options for a new storm shelter fairgrounds

Provided information to Potter County on funding options for a storm shelter at the county

NECOG Development Corporation

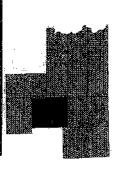
Regional Revolving Loan Fund

Lone Applications Closed - 2022 Lecation Туре Amount Loan Leveraged Amount

Jubs Created/ Retained

No Closed Loans

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Potter County has received a total of 12 NECOG-DC loans in the amount of \$704,767.



Return On Investment 1997-2622

ce Obtained id Coturn On Investment

\$58,775,637 \$260,043

226 to 1

Recent Applications - Last 12 Months

Applicant	Project	Funding Agency	Ampunt Requested	Approved	Status
Northville	Water Improvements	DANR	\$1,706,000	\$1,706,000	Approved
Spink County	PDM plan	FEMA	\$12,150		Denied
Spink County	PDM plan.	PEMA	\$12,150		Pending
Tulare	Wastewater lasprovements	DANR SSFF	\$2,540,000	\$2,540,000	Approved

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Assisting Counties and Cities with ARPA allocated funding: Initial allocations for Spink County Prepared and assisted in the development of the 4 applications listed above in Spink County
- Provided assistance to Spink County, Dointd and Redfield with their redistricting process using

and Cities is \$1,874,996.

- GIS mapping and 2020 census information.
- Discussed with Spink County zoning ordinance issues and provided information Worked with Doland to identify potential brownsfield siles in the community under an agreement

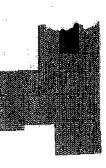
- Worked with Redfield to identify potential brownsfield sites in the community under an agreement with DANR
- Provided information to Redfield and Tulare on possible recreational projects
- Provided information to Doland on possible options for a failing building structure.
- Provided information to Mellette on multiple projects including roads and fire station
- Provided information to Redfield and Spink County on funding options for EMS building
- Provided information to Brentford on water and sewer planning grants
- Provided DWSRF project administrative assistance to Northville for water project
- Provided DANR ARPA project administrative assistance to Northville for water project
- Provided CDBG project administrative assistance to Tulars for water project
- Provided DWSRF project administrative assistance to Tulage for water project
- Provided CWFCP project administrative assistance to Tulare for water project
- Provided DANK ARPA project administrative assistance to Tulare for wastewater project
- Provided CWSRF project administrative assistance to Tulare for wastewater project
- Provided USDA RD project administrative assistance to Redfield for water and sewer project

NECOG Development Corporation

Regional Revolving Loan Fund

* * .
Loan Amount \$400,000

Since the creation of the NECOG-DC regional revolving loan fund in 1989, Spink County has received a total of 39 NECOG-DC toans in the amount of \$3,321,714.



Refera On Toyestoreat 1997-2022

\$77,552,906 \$237,132

327 to 1

Recent Applications - Last 12 Months

WarHawk	Warilawk	Mohridge	Mobildge	Mobridge	Јаун	Aķaska	Applicant
PDM Plan	PDM Plan	Water Improvenients	Sun Shades at pool	Home Acquisition Amendment	Water hrprovements	Wastewater Study	Project
FEMA	FEMA	DANR DWEF	LWCF	HIMGP	DANK SWP	DANR. SCPG	Funding Agency
\$40,500	\$40,500	\$10,677,851.	\$21,000	\$13,280	\$0	\$10,000	Amount Requested
		\$10,677,851	\$21,000	\$13,280		\$10,090	Approved
Pending	Denied	Approved	Approved	Approved	Penduig	Approved	Status

A complete historical list of all funded applications is maintained at the NECOG office

Recent Work Activities

- Prepared and assisted in the development of the 7 applications listed above in Walworth County Assisting Counties and Cities with ARPA altocated funding, Initial allocations for Walworth County and Cities is \$1,833,053.

2022 Performance Report - Page 28

- Provided assistance to Walworth County, Mobridge and Selby with their redistricting process using GIS mapping and 2020 census information.
- Provided assistance to Walworth County on zoning administrative issues and working on possible updates to zoning ordinance
- Provided infermation to Walworth County on funding opportunities for infrastructure for a large agricultural development
- Provided information on possible funding options for water and wastewater improvements in Mobridge
- Provided information to Mobridge on funding options for a firehall
- Provided information to Mobridge on funding options for park improvements
- Provided information to Selby on road improvements around the school
- Provided USDA RD project administrative assistance to Mobridge hospital for a renovation and expansion project
- Completed HMGP project administrative assistance to Mobridge for house acquisition project
- Provided CDBO project administrative assistance to Mobridge for wastewater project
- Provided DANR ARPA project administrative assistance to Mobildge for water project
- Provided DWSRT project administrative assistance to Mobiridge for water project Provided HMGP project administrative assistance to Malworth County for H&H Study

NECOG Development Corporation

Regional Revolving Loan Fund

Mobridge.	Mobridge	Location	Loan Applicat
Hosphality	Hospitality	Туре	ous Closed -2922
\$12,500	\$400,000	Loan Amount	
\$12,500	\$450,000	Amount Leveraged	
4.5	6.5	John Created/ Retained	

Since the creation of the NIECOG-DC regional revolving from fund in 1989, Walworth County has received a total of 20 NECOG-DC loans in the amount of \$1,919,855...