

AGENDA
CITY OF MILLER
THURSDAY, MAY 30, 2024
7:00 P.M.

The City of Miller is an equal opportunity employer.

Call to Order
Pledge of Allegiance

Approve Agenda

Appoint vacant position: Ward III
Oath of Office
Re-election of President & Vice President

Public Input

Unfinished Business

1. Employee Policy Manual – Military Leavepg. 1
2. Electric Pole Inspection – estimate \$4,159.36.....pg. 2

Executive Session

Personnel Matters Pursuant to SDCL 1-25-2(1)

Unfinished Business cont'd.

3. Hire: electric on-call *as needed*

New Business

1. Miller Fire Department – fireworks donation \$2,000
2. Micro-Comm – renew annual service contract \$4,675.00 pgs. 3 - 4

Correspondence

Information Only: Phase IV bid and change order pgs. 5 - 10

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.

POLICY #7: LEAVES OF ABSENCE

7.5 Leave without Pay

Employees may request leave without pay in extenuating circumstances. Such leave is at the sole discretion of the council. It is the policy of the municipality that in circumstances such as these, vacation and/or comp time leave will be used in full before such leave without pay is granted. No additional leave or other benefits shall accrue during such leaves without pay.

The employee may continue his/her group insurance coverage by pre-paying the entire premium during the affected period of the leave (for FMLA and LWOP-MIL policies, see Policy 7.6 FMLA and 7.9 Military Leave). Employees must arrange for such continuation of coverage with the municipality prior to commencement of the extended leave without pay.

7.9 Military Leave

7.9.3 Reserve or National Guard Training Leave

An employee who enlists as a Reservist or a member of the National Guard shall be granted time off without pay (LWOP-MIL – Leave without pay - Military) for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The employee (after completing his/her 6-month training period) shall be given the option to use his/her vacation leave or take LWOP-MIL. LWOP-MIL is unpaid; however, health benefits will continue as if the employee were working. The employee is responsible for paying the employee share of health, dental, vision and other premiums (see Policy 6.5 Benefits), which must be paid to the Finance Office by the 15th of each month. During LWOP-MIL, vacation and sick leave will not accrue (pro-rated). Upon returning to work, the employee must be restored to the former position or one with equivalent benefits, pay, and other terms and conditions of employment.

Pension – The employee is allowed (but not required) to make up his or her missed contributions or elective deferrals in order to have the same benefit as if they had remained continuously employed during the period of service. These makeup contributions or elective deferrals must be made during a time period starting with the date of reemployment and continuing for up to three times the length of the employee's immediate past period of uniformed service, with the repayment period not to exceed 5 years. Makeup contributions or elective deferrals may only be made during this period and while the employee is employed with the post-service employer.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. He/she is also entitled to reasonable rest time, and a reasonable rest time thereafter if return is delayed by factors beyond his/her control. If an employee fails to report to his/her job within this specified time period, he/she may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates his/her employment with the municipality in order to enlist in the Reserves or National Guard, he/she must reapply to the municipality within 31 days after his/her separation from initial active duty for training in the Reserves or National Guard in order to retain re-employment rights.

7.9.4 Federal Statute

An employee who participates in any branch of the Military Service of the United States is covered by and subject to Federal Statute, US Code Title 38, Chapter 43 and all other applicable statutes.

From: Wallner, Michael <mwallner@osmose.com>
Sent: Wednesday, May 22, 2024 9:15 AM
To: dustin.graham@cityofmiller.com
Subject: Re: POLE INSPECTION AND TREATMENT PRICING PROPOSAL - 2024

Dustin,
Thank you!

✶ Worst case scenario, we expect this project to cost \$4,159.36. Would you like to proceed?
Please let me know!

If you have any questions, please contact me directly.

Best,

Michael P. Wallner, MBA, PhD | *Director of Business Development, Northwest*

406-600-4054

Osmose[®]

From: dustin.graham@cityofmiller.com <dustin.graham@cityofmiller.com>
Sent: Wednesday, May 22, 2024 6:36 AM
To: OsmoseContracts <OsmoseContracts@osmose.com>
Cc: Wallner, Michael <mwallner@osmose.com>; LaPlante, Dave <DLaplante@osmose.com>
Subject: RE: POLE INSPECTION AND TREATMENT PRICING PROPOSAL - 2024

[This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Can we get an average cost of what it could cost on the bad end? Worst case? Just want to have an idea.

Dustin Graham
Electric Superintendent



120 W 2nd St
Miller, SD 57362
(605) 853-2705 -Office
(605) 209-5367 -Cell

5/3/24

Attn Terry Manning
Miller SD City of
120 West 2nd Street
Miller SD 57362

15895 S. Pflumm Rd.
Olathe, KS 66062
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

Extended Service Warranty Proposal

Dear Terry:

According to our records, your Micro-Comm telemetry system service contract number(s) SC0529 will expire on 7/13/24. For \$4675.00 which includes damage caused by lightning, Micro-Comm will provide part replacement, phone support, and internet troubleshooting, for job number(s) 05-145, 07096, 10004, 10019, 17059.

Please read and review the following:

Terms and Conditions of the Service Plan:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any Micro-Comm manufactured equipment including radio, power supply, batteries, RTU and CTU Battery backup units, relays, phone dialers; light bulbs, external modems, MC L5A and Keller Well Transducers, Minco sensors, relays, and associated equipment required for system operation as designed (see below #6).
2. In the event of equipment failures or equipment damaged by lightning, Micro-Comm will supply troubleshooting, using phone and internet log in to determine parts necessary to complete repairs and return system to previous level of operation. Parts will be shipped by the quickest method available to the job site. Customer shall supply labor for removal and installation of equipment at customer's premises. Return of defective equipment to Micro-Comm is customer responsibility.
3. In the event exact replacement parts are no longer available, Micro-Comm will (at its discretion) replace the existing equipment or components with similar or "current production" materials to restore the control system back to its original level of operation. Prior to replacement, Micro-Comm will identify the materials to be used, estimate labor to update software, records, drawings and software documentation. An updated labor rate of \$100 per hour will apply, any new or additional features that are available with this replacement equipment will be offered to the customer for an additional expense, parts plus labor to be quoted upon request.
4. This plan is void and does not apply if damage to equipment is caused by flooding, high winds, tornado, hurricanes, freezing, fire, chemical damage, vandalism, improper installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than Micro-Comm, Inc. or it's designates).
5. Micro-Comm's sole obligation in case of its equipment failure will be to provide the service specified above. Micro-Comm will not be liable for any consequential or Incidental damage to system failures. Micro-Comm will not be liable for downtime, i.e., Overtime labor and travel to and from sites.
6. The plan is for Micro-Comm manufactured parts only. The following list is an example of Items; not covered: Non-Micro Comm PLC's, VFD's, BW probes, Omega sensors, chart recorders, chart pens, and paper, phase monitors, pump alternators. Flow meters, flow sensors, chemical feed and chemical monitoring equipment., computers, keyboards, monitors, Computer battery backup units, printers, routers, switches, external wiring, and cabling.

- 7 The Service Plan coverage provided by Micro-Comm; Inc. begins when the current system warranty ends and provides coverage for one calendar year from warranty end date. Warranty end date will be extended when a signed copy of Service Plan and payment are received. Non-Warranty Customer warranty date will be assigned when a signed copy of Service Plan and payment has been received.

Micro-Comm's normal service rates are \$150/hour with a four-hour minimum on site service, plus \$75/hour travel time to and from job site, expenses (airfare, car rental, parking + 10%), \$250 overnight (meals and lodging), or \$75-day meals and expenses charge.

Software changes and remote site modifications can be purchased for \$750 per modification, plus \$125 per hour to bring drawings, records, and software up to date for requested changes, quotes will be supplied for requested changes. System upgrades and expansion work can be requested through our sales department.

Under the terms of this service plan, a reduced service rate is provided as part of coverage. \$100/hour with a four-hour minimum, plus \$50/hour travel time, expenses (airfare, car rental, parking + 10%), and \$250 overnight (meals and lodging), or \$50-day meals and expenses charge for onsite service. ISP router assistance, internet configuration, network router/switch assistance, and new or backup computer setup of equipment not provided by Micro-Comm will be billed at \$100/hour with a four-hour minimum will apply.

Software changes (adding outputs, inputs, flow meter change out, chemical pumps, control group modifications, station type changes) and remote site modifications will be included as part of service contract coverage. Customers will be charged \$90 per hour (4-hour minimum) to bring drawings, records, and software up to date for requested changes. Service Contract customers will receive a discount on new computers, software additions, and same version software updates completed by a Micro-Comm technician.

System upgrades and expansion work will receive a 10% cost savings through the system. service contract coverage. Discussion of these options and all service matters is available. by contacting Mark Stockton, Service Manager, Micro-Comm, Inc. or our sales department at any time, convenient for you.

Should you choose to purchase/renew this service plan YOU MUST complete the form below, and return this letter to us with a check payable to Micro-Comm, Inc.

Customers that require an invoice number, please indicate requirement on the returned proposal with a P.O. Number and you will be invoiced as requested. Please write the Service Plan number on your check and P.O. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.



Mark Stockton
Service Manager

15895 S. Pflumm Rd.
Olathe, Kansas 66062
913-390-4500 office
913-909-3195 cell
mstockton@mc-mail.com

Enclosure

NOTICE OF AWARD

Owner: City of Miller, South Dakota Engineer's Project No.: 16085
 Engineer: SPN & Associates Inc
 Project: Phase 4 Utility Improvements
 Contract Name: Bid Schedules A - C
 Bidder: TLC Olson Construction
 Bidder's Address: 39958 205th Street, Huron, SD 57350

You are notified that Owner has accepted your Bid dated May 14, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Bid Schedules A - C.

The Contract Price of the awarded Contract is \$ 4,830,850.85. Contract Price is based upon the Bid Form and Unit prices as set forth thereon.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within ~~15~~ twenty-one (21) days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: CITY OF MILLER, SOUTH DAKOTA
 By (signature): _____ Date: _____
 Name (printed): Tom McGough
 Title: Mayor

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CONTRACTOR:
TLC Olson Construction

CHANGE ORDER NO: One
PROJECT: Phase 4 Utility Improvements
OWNER: City of Miller
PROJECT NUMBER(S): 16085

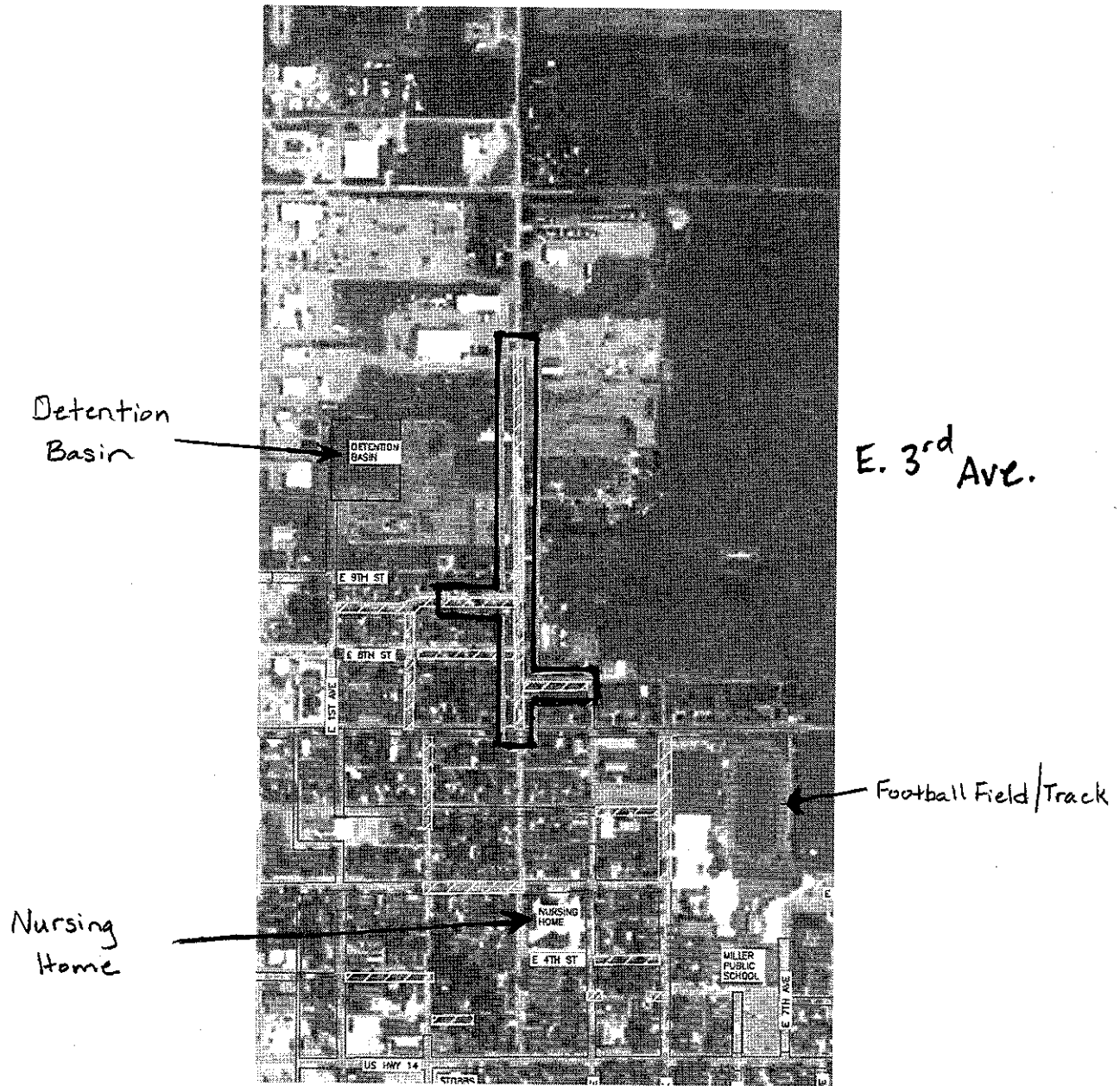
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
					QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$463,700.00	\$463,700.00			1 LS	\$463,700.00
2	Remove, Salvage and Replace Gravel Surfacing	884 CY	\$15.00	\$13,260.00			614 CY	\$9,210.00
3	Mill, Salvage, Replace and Grade Asphalt Blotter Surfacing and Granular Base	19,312 SY	\$9.50	\$183,464.00			16,537 SY	\$157,101.50
4	Remove and Dispose of Concrete Surfacing	288 SY	\$15.00	\$4,320.00			288 SY	\$4,320.00
5	Remove and Dispose of Curb and Gutter	205 LF	\$5.00	\$1,025.00			195 LF	\$975.00
6	Remove, Salvage and Reset Landscaping	25 SY	\$100.00	\$2,500.00			25 SY	\$2,500.00
7	Remove and Dispose of Culvert	13 LF	\$30.00	\$390.00			13 LF	\$390.00
8	Remove and Dispose of Fire Hydrant	10 EA	\$325.00	\$3,250.00			8 EA	\$2,600.00
9	Remove and Salvage Fire Hydrant	2 EA	\$650.00	\$1,300.00			2 EA	\$1,300.00
10	Remove and Dispose of Gate Valve and Box	30 EA	\$300.00	\$9,000.00			22 EA	\$6,600.00
11	Remove and Salvage Gate Valve and Box	9 EA	\$650.00	\$5,850.00			9 EA	\$5,850.00
12	Remove and Dispose of Meter Pit	1 EA	\$400.00	\$400.00			1 EA	\$400.00
13	Remove and Dispose of Contaminated Soil	100 TN	\$60.00	\$6,000.00			100 TN	\$6,000.00
14	Field Locate Existing Mains and Services	8 HR	\$400.00	\$3,200.00			8 HR	\$3,200.00
15	Insulation	8 LF	\$80.00	\$640.00			8 LF	\$640.00
16	6" PVC Water Main	16,664 LF	\$52.75	\$879,026.00			14,448 LF	\$762,123.73
17	6" PVC Water Main - Alley	1,762 LF	\$86.75	\$152,853.50			1,432 LF	\$124,226.00
18	6" PVC Water Main Extra Depth (6.5' to 7.5')	646 LF	\$54.75	\$35,368.50			461 LF	\$25,239.75
19	6" PVC Water Main Extra Depth (7.5' to 8.5')	483 LF	\$55.75	\$26,927.25			408 LF	\$22,746.00
20	6" PVC Water Main Extra Depth (8.5' to 9.5')	192 LF	\$56.75	\$10,896.00			192 LF	\$10,896.00
21	6" PVC Water Main - Directionally Drilled	347 LF	\$106.50	\$36,955.50			347 LF	\$36,955.50
22	4" PVC Water Main	100 LF	\$45.75	\$4,575.00			100 LF	\$4,575.00
23	4" PVC Water Main - Alley	170 LF	\$80.75	\$13,727.50			170 LF	\$13,727.50
24	10" Encasement Pipe	176 LF	\$43.00	\$7,568.00			156 LF	\$6,708.00
25	6" MJ Gate Valve with Box	71 EA	\$2,230.00	\$158,330.00			56 EA	\$124,880.00
26	Install Salvaged 6" Gate Valve with Box	1 EA	\$600.00	\$600.00			1 EA	\$600.00
27	4" MJ Gate Valve with Box	2 EA	\$1,925.00	\$3,850.00			2 EA	\$3,850.00
28	6"x6" MJ Tee	29 EA	\$1,175.00	\$34,075.00			22 EA	\$25,850.00
29	6"x4" MJ Tee	1 EA	\$1,110.00	\$1,110.00			1 EA	\$1,110.00
30	6" 90° MJ Bend	16 EA	\$750.00	\$12,000.00			12 EA	\$9,000.00
31	6" 45° MJ Bend	9 EA	\$725.00	\$6,525.00			8 EA	\$5,800.00
32	6" 22.5° MJ Bend	10 EA	\$715.00	\$7,150.00			10 EA	\$7,150.00
33	6" 11.25° MJ Bend	1 EA	\$720.00	\$720.00			1 EA	\$720.00
34	6"x4" MJ Reducer	2 EA	\$600.00	\$1,200.00			2 EA	\$1,200.00
35	6" MJ Cap	3 EA	\$435.00	\$1,305.00			2 EA	\$870.00

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
					QUANTITY	VALUE	QUANTITY	VALUE
36	6" MJ Plug	5.0 EA	\$450.00	\$2,250.00		EA	5 EA	\$2,250.00
37	Fire Hydrant (6.5' Bury)	13 EA	\$5,000.00	\$65,000.00		-3 EA	10 EA	\$50,000.00
38	Fire Hydrant (8.5' Bury)	1.0 EA	\$5,450.00	\$5,450.00		EA	1 EA	\$5,450.00
39	Install Salvaged Fire Hydrant	1 EA	\$1,190.00	\$1,190.00		EA	1 EA	\$1,190.00
40	Tracer Wire Access Box (Water)	15 EA	\$125.00	\$1,875.00		-3 EA	12 EA	\$1,500.00
41	Water Main Tracer Wire Ground Rod	75 EA	\$145.00	\$10,875.00		-4 EA	71 EA	\$10,295.00
42	Connect to Existing 4" Water Main	5 EA	\$915.00	\$4,575.00		EA	5 EA	\$4,575.00
43	Connect to Existing 6" Water Main	38 EA	\$1,440.00	\$54,720.00		-4 EA	34 EA	\$48,960.00
44	Connect to Existing 6" Valve or Fitting	14 EA	\$1,150.00	\$16,100.00		EA	14 EA	\$16,100.00
45	4"x1" Service Saddle w/Corp Stop	3 EA	\$570.00	\$1,710.00		EA	3 EA	\$1,710.00
46	6"x1" Service Saddle w/Corp Stop	146 EA	\$590.00	\$86,140.00		-22 EA	124 EA	\$73,160.00
47	6"x1.5" Service Saddle w/Corp Stop	1 EA	\$825.00	\$825.00		EA	1 EA	\$825.00
48	6"x2" Service Saddle w/Corp Stop	7 EA	\$915.00	\$6,405.00		-1 EA	6 EA	\$5,490.00
49	1" Water Service Pipe	3,867 LF	\$40.65	\$157,193.55		-598 LF	3,269 LF	\$132,884.85
50	1" Water Service Pipe - Alley	336 LF	\$50.65	\$17,018.40		-20 LF	316 LF	\$16,005.40
51	1" Water Service Pipe - Directionally Drilled	385 LF	\$54.65	\$21,040.25		LF	385 LF	\$21,040.25
52	1.5" Water Service Pipe	4 LF	\$72.00	\$288.00		LF	4 LF	\$288.00
53	2" Water Service Pipe	262 LF	\$48.60	\$12,733.20		-43 LF	219 LF	\$10,643.40
54	1" Curb Stop with Box	145 EA	\$655.00	\$94,975.00		-18 EA	127 EA	\$83,185.00
55	2" Curb Stop with Box	6 EA	\$1,125.00	\$6,750.00		-1 EA	5 EA	\$5,625.00
56	Meter Pit	12 EA	\$1,835.00	\$22,020.00		-1 EA	11 EA	\$20,185.00
57	Connect to Existing Water Service	162 EA	\$470.00	\$76,140.00		-22 EA	140 EA	\$65,800.00
58	Connect to Existing 1.5" Water Service	1 EA	\$665.00	\$665.00		EA	1 EA	\$665.00
59	Connect to Existing 2" Water Service	7 EA	\$610.00	\$4,270.00		-1 EA	6 EA	\$3,660.00
60	24" CMP	13 LF	\$94.00	\$1,222.00		LF	13 LF	\$1,222.00
61	Street Excavation	8,367 CY	\$8.25	\$69,027.75		-1,270 CY	7,097 CY	\$58,550.25
62	Geotextile Fabric	527 SY	\$5.25	\$2,766.75		SY	527 SY	\$2,766.75
63	Gravel Base Course	11,250 TN	\$30.00	\$337,500.00		-1,582 TN	9,668 TN	\$290,040.00
64	4" Gravel Surfacing	910 TN	\$30.00	\$27,300.00		-90 TN	820 TN	\$24,600.00
65	6" Gravel Surfacing	1,970 TN	\$30.00	\$59,100.00		-410 TN	1,560 TN	\$46,800.00
66	10" Gravel Surfacing	530 TN	\$30.00	\$15,900.00		TN	530 TN	\$15,900.00
67	2" Asphalt Surfacing	2,111 TN	\$145.00	\$305,095.00		-100 TN	2,011 TN	\$291,595.00
68	4" Asphalt Surfacing	510 TN	\$145.00	\$73,950.00		-500 TN	10 TN	\$1,450.00
69	6" Asphalt Surfacing	370 TN	\$145.00	\$53,650.00		TN	370 TN	\$53,650.00
70	Asphalt Binder on the Basis of Composite Mix in Place	2,991 TN	\$55.00	\$164,505.00		-600 TN	2,391 TN	\$131,505.00

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BID SCHEDULE A, CONTINUED:		DESCRIPTION	QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM						QUANTITY	VALUE	QUANTITY	VALUE
71		Double Blotter Coat Surfacing	3,943.0 SY	\$13.50	\$53,230.50			3,943 SY	\$53,230.50
72		6" Concrete Valley Gutter	54 SY	\$89.00	\$4,806.00			54 SY	\$4,806.00
73		6" Concrete Surfacing	198 SY	\$89.00	\$17,622.00			198 SY	\$17,622.00
74		4" Concrete Sidewalk	223 SF	\$9.25	\$2,062.75			223 SF	\$2,062.75
75		Concrete Curb and Gutter	205 LF	\$49.00	\$10,045.00	-10 LF	-\$490.00	195 LF	\$9,555.00
76		Pavement Marking and Striping	685 LF	\$4.50	\$3,082.50			685 LF	\$3,082.50
77		Traffic Control Signage	365 SF	\$4.50	\$1,642.50			365 SF	\$1,642.50
78		Type 3 Barricades	51 EA	\$110.00	\$5,610.00			51 EA	\$5,610.00
79		Traffic Control Miscellaneous	1 LS	\$24,000.00	\$24,000.00			1 LS	\$24,000.00
80		Inlet Protection	34 EA	\$150.00	\$5,100.00			30 EA	\$4,500.00
81		Type 2 Seeding	8,461 SY	\$2.25	\$19,037.25	-590 SY	-\$1,327.50	7,871 SY	\$17,709.75
82		Type 1 Seeding	5,713 SY	\$2.25	\$12,854.25	-1,106 SY	-\$2,488.50	4,607 SY	\$10,365.75
83		Highway Traffic Control Signage	150 SF	\$4.50	\$673.20			150 SF	\$673.20
84		Type 3 Barricade	5 EA	\$110.00	\$550.00			5 EA	\$550.00
85		42" Drum/Cone	14 EA	\$55.00	\$770.00			14 EA	\$770.00
86		Channelizing Device	50 EA	\$55.00	\$2,750.00			50 EA	\$2,750.00
Total for Bid Schedule A:					\$4,038,022.10		✱ -\$526,612.27		\$3,511,409.83

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Change Order No. 1:
Removes outlined part of project.