

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

Call to Order

Pledge of Allegiance

Approval of Agenda

Approval of Minutes pgs. 1 - 4

Public Input

Public Hearing

7:30 p.m. Liquor License Transfer Curt Telkamp to A. Canham LLC
Package (off-sale)

New Business

1. MMUA Services Agreement pgs. 5 - 8

Department Head Reports pgs. 9 - 12

2. East 4th Street Project
 - a. TLC Olson Pay Request 4 – \$51,184.52.....pg. 13
 - b. TLC Olson Change Order 1.....pg. 14
3. SPN Invoices Total: \$51,010 pgs. 15 - 17
 - a. Phase III Invoices – 32493-32495 = \$21,210
 - b. Phase IV Invoices – 32479-32481 = \$29,800
4. Building Permit – Katherine Anderson - fence
5. Electric Department – Service Restorerpg. 18
6. Electric Department – Snowplow.....pg. 19
7. Miller South Tie Addition Platpg. 20
8. 1st Reading of Ordinance #750 – Budget Supplementpg. 21
9. 1st Reading of Ordinance #751 – 2024 Appropriationspg. 22
10. Resolution No. 2023-8 – Contingency Transfer.....pg. 23
11. Liquor License Renewals:
 - a. A. Canham, LLC – Package (off-sale)
 - b. KR – Miller (Kessler's) – Package (off-sale)
 - c. MILAN (Pump N' Pak) – Package (off-sale)
 - d. Pat's Place – Retail (on-sale)
 - e. Miller Rexall Drug – Retail (on-off sale) Wine and Cider
 - f. Redneck Paradise (Pop-A-Top) – Retail (on-sale) and Package (off-sale)
 - g. Turtle Creek Saloon LLC – Retail (on-sale)

Unfinished Business

1. 2nd Reading of Ordinance #749 – Budget Supplement.....pg. 24

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
OCTOBER 16, 2023**

The City of Miller is an equal opportunity employer.

The City Council met in regular session at city hall at 7:00 p.m. on Monday, October 16, 2023.

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

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

Pledge of Allegiance was said by all present.

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

MINUTES: Motion by Alderman Price, seconded by Alderman Wetz to approve the minutes for the regular meeting held on October 2, 2023. All members voted aye. Motion carried.

Public Input: Ron Hoffiezer commented on the drainage concerns east of Titan Machinery. The culvert is too high, and the water cannot flow to the ditches and under the highway. Brad Letcher, SD State, will check the flow and get back to Ron with options.

UNFINISHED BUSINESS

2nd Reading of Ordinance #747 – Electric Rates: Motion by Alderman Hargens, seconded by Alderman Wetz to approve the 2nd Reading of Ordinance #747 – Electric Rates. Roll call vote: Alderman Jones – aye, Alderman Price – aye, Alderman Hargens – aye, Alderman Wetz – aye, Alderwoman Lichty – aye, Alderwoman Hargens – aye. Motion carried.

2nd Reading of Ordinance #748 – Water Rates: Motion by Alderwoman Hargens, seconded by Alderman Wetz to approve the 2nd Reading of Ordinance #748 – Water Rates. Roll call vote: Alderman Jones – aye, Alderman Price – aye, Alderman Hargens – aye, Alderman Wetz – aye, Alderwoman Lichty – aye, Alderwoman Hargens – aye. Motion carried.

NEW BUSINESS

Donation Requests: Donna Engelmann was present to request a donation of \$2,500 for the Wheels and Meals Corporation for the required local match. Motion by Alderman Price, seconded by Alderwoman Lichty to approve \$2,500 donation to Wheels and Meals for 2024. All members voted aye. Motion carried. Bailey Moore and Clover Herdman were present on behalf of Hand in Hand Daycare. They requested utility assistance of \$2,000. Motion by Alderman Wetz, seconded by Alderwoman Lichty to approve a utility assistance donation of \$2,000 for Hand in Hand Daycare for 2024. All members voted aye. Motion carried. Tara Yost and Laine Warkenthien, On Hand Economic Development, were present to ask for \$132,000 for On Hand Economic Development. The city has given 10% of the sales tax for the prior 2.5 years as a donation to On Hand in the past. The calculation for 2024 would be \$99,898.62. Motion by Alderman Wetz, seconded by Alderman Jones to donate \$100,000 to On Hand Economic Development for 2024. If the 2024 budget allows for more, additional funding will be considered. All members voted aye. Motion carried.

Special Event Liquor License: Motion by Alderman Hargens, seconded by Alderman Wetz to approve the following special event liquor licenses for Willies Bar & Grill to serve alcohol at the community center: Wall Lake Hunting Club – October 23, Halloween benefit dance – October 28, and wedding dance – November 4, 2023. All members voted aye. Motion carried. Alderman Jones wanted it noted that all 3 events were being held at the community center in reference to the previous donation request.

FEMA Letter of Commitment: Motion by Alderman Price, seconded by Alderwoman Hargens to have Mayor McGough sign the FEMA Letter of Commitment. All members voted aye. Motion carried.

Resolution 2023-7 – Contingency Transfer: Motion by Alderman Wetz, seconded by Alderman Hargens to approve Resolution 2023-7 – Contingency Transfer. All members voted aye. Motion carried.

1st Reading of Ordinance #749 – Budget Supplement: Mayor McGough delivered the 1st Reading of Ordinance #749 – Budget Supplement.

Christmas Lights: Dustin Graham, Alderwoman Lichty, and Alderwoman Hargens presented two options for Christmas lights at the main street 4-way stop. Laine Warkenthien stated that On Hand Beautification budget could assist with the cost of the new Christmas lights. Motion by Alderman Wetz, seconded by Alderman Jones to have Dustin order four Christmas lights. All members voted aye. Motion carried.

Building Permit: Motion by Alderman Hargens, seconded by Alderman Wetz to approve a building permit for Clint Smith to move in a yard shed. All members voted aye. Motion carried.

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

EXECUTIVE SESSION: Motion by Alderman Price, seconded by Alderman Jones to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:04 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 9:03 p.m.

Employee Wages: Motion by Alderman Price, seconded by Alderman Wetz to approve a 3.50% COLA wage increase for all employees for 2024. All members voted aye. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 9:05 p.m. All members voted aye. Motion carried.

Tom McGough, Mayor

Sheila Coss, Finance Officer

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Bills October 2023 (2)

A & B Business	Supplies	170.90
A-Ox Welding	Supplies	20.37
Advanced Collision	Repairs	1,596.27
American Solutions	Supplies	34.99
BDS	Garbage	350.00
Civic Plus	Prof Fees	236.25
CES	Code Enforcement	435.88
Coss, Sheila	Reimb.	408.29
Cowboy Country Stores	Fuel	2,043.68
Dakota Energy	Service	160.00
DPC	Service	219.39
DSG	Supplies	681.68
Donlin Building	Service	943.72
Graham, Dustin	Reimb.	54.00
Hand Co. Weed & Pest	Spraying	1,529.83
First Bank & Trust	Power	3,153.65
Hoftiezer, Ron	Reimb.	80.00
ISG	Prof Fees	750.00
Manning, Terry	Reimb.	395.29
Mastercard	Supplies/Water Purchased	24,927.78
Miller Ace	Supplies	1,281.87
Napa	Parts	644.98
Northwest Pipe	Restock Inventory	2,888.29
OHED	Grant/Industry	12,400.00
PrairieLand Collections	Prof Fees	80.00
Rural Development	Loans	16,403.00
SD DOR	Sales Tax	7,976.04
SD 811	Locates	123.20
Sturdevant's	Parts	172.98
Victor Lundeen Co.	Supplies	100.87
WAPA	Power	41,569.52
Wesco	Supplies	739.00
Wilbur-Ellis	Supplies	125.74
Wipf Radiator	Supplies	728.00
	Accounts Payable Total	<u>\$123,425.46</u>

Payroll Salary plus**Benefits by Department:**

		10/12/2023		
	Department	w/o OT	OT	Total
41402	FINANCE OFFICE	3,248.83	0.00	3,248.83
42101	POLICE	11,513.41	1,065.42	12,578.83
43101	STREET	9,790.15	208.86	9,999.01
43201	SEWER	5,675.06	165.07	5,840.13
43305	WATER	5,988.59	346.19	6,334.78
43403	ELECTRIC	12,927.08	134.54	13,061.62
45202	PARK	820.61	0.00	820.61
		<u>\$49,963.73</u>	<u>\$1,920.08</u>	<u>\$51,883.81</u>

**CITY OF MILLER
CITY COUNCIL MEETING
OCTOBER 26, 2023**

The City of Miller is an equal opportunity employer.

The City Council met in special session at city hall at 7:00 p.m. on Thursday, October 26, 2023.

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

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

Pledge of Allegiance was said by all present.

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

PUBLIC INPUT

None.

NEW BUSINESS

Wages: Motion by Alderman Price, seconded by Alderman Wetz to continue with the 2% increase for each year the lifeguards return. All members voted aye. Motion carried. The base rate for new hires will remain at \$13.50/hour. Motion by Alderwoman Hargens, seconded by Alderman Wetz to not give Logan Schiltz the COLA increase as he is currently on probation. He will receive \$1.00/hour upon completion of probation. All members voted aye. Motion carried. Motion by Alderman Wetz, seconded by Alderwoman Lichty to pay Craig Price \$17.00/hour beginning January 1, 2024. Five members voted aye; Alderman Price abstained. Motion carried.

2024 Budget Review: Police Chief Ted Huss was present to ask to replace the 2018 police car. It currently has 90,000 miles and 9,000 hours. Motion by Alderwoman Lichty, seconded by Alderman Wetz to approve the 2024 police budget with a car purchase. All members voted aye. Motion carried.

Motion by Alderman Wetz, seconded by Alderman Hargens to approve the budget as presented by the finance committee. All members voted aye. Motion carried.

Mayor McGough commended the department heads and the committee members for all the work put into the 2024 budget.

Motion by Alderman Price, seconded by Alderman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 8:04 p.m. All members voted aye. Motion carried.

Tom McGough, Mayor

Sheila Coss, Finance Officer

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**City Council Meeting
Department Head Reports
November 6, 2023**

Police Department Report

October 2023 Stats:

- a. Traffic Warnings (34): Speeding = 24, Other = 10
 - b. Traffic & Criminal Citations (20): Speeding = 19, Driving While Suspended = 1
 - Total Fines = \$2,375
 - c. Arrests (0)
 - d. Involuntary mental hold: (1)
 - e. Vehicular burglary: (1)
 - f. Agency Assists (8): Fire = 0, Ambulance = 7, Accidents = 0, Careflights = 0, Sheriff's Office/HP = 1
 - g. 911 Misdialed = 2
 - h. Funeral Escorts = 0
 - i. Fingerprints = 4
 - j. 24/7 = .25
- Total Calls for Service (CFS) = 53

Street Department Report

1. David and Dan helped the Water Dept. with the water leak by John Deere.
2. We swept the pea rock off the freshly oiled streets.
3. We will be busy sweeping leaves until frost tells us different.
4. We will be tearing the floor off the cedar gazebo at the park several boards are starting to deteriorate.
5. We pushed several dirt piles in at the old landfill.
6. We worked on the drainage north of Titan.
7. We worked on the new road across from Vista Drive. It is pretty much done, with the exception of drainage.
8. I winterized the mosquito foggers.
9. I sprayed dandelions and thistle at the Legion/ball field area.
10. I mixed salt/sand for the winter.
11. Dan swept for the town of Tulare. (They could not find anyone to do it for them) BTW it took a little over a day.

Water/Sewer/Airport Department Report

1. We've been busy winterizing buildings and equipment for winter.
2. Johnson Jet-Line was here cleaning sewer lines. It all looked good except the line in Industrial Park where it was almost completely plugged with sand, gravel, and mud.
3. Gordy attended the Safety Benefits Annual Safety & Loss Control Training Conference in Pierre last week.
4. Been busy with locates and changing out stopped water meters.

Electric Department Report

1. Went to SDML conference. No drought adder this year. YEAH!
2. Meter reads.
3. Disconnects with new meters now.

**City Council Meeting
Department Head Reports
November 6, 2023**

4. Locates.
5. Meter installs. Guys are doing great, over halfway with the meters we currently have.
6. Have had to upgrade some meter sockets and fix some.
7. Fixed and repaired lights.
8. Repaired lights and pipe in St. Lawrence.
9. Helped with road by Vista Drive and stubbed pipes under for future expansion.
10. Took the fountain out at the park.
11. Getting things ready for winter.
12. Also been working on Sub 3. Troubleshooting the tap changer, will not move down. It's a process. All specialists are busy until after the first of the year.

Finance Office Report

1. Sales Tax is up. See attachment.
2. Christi, Logan, Gordy, and David attended the Annual Safety Benefits Conference in Pierre on Wednesday and Thursday.
3. It has been busy finalizing the budget. It feels good to be done!
4. Please stop into my office anytime if you have any questions.

Sales Tax Comparison			
	2023	2022	\$89,000 to OHED
January	\$5,538.74 \$84,909.08	\$22,742.58 \$83,647.88	\$7,500.00
February	\$8,948.46 \$77,211.64	\$7,263.69 \$49,006.24	\$7,400.00
March	\$9,448.03 \$61,202.63	\$22,701.40 \$48,300.52	\$7,400.00
April	\$6,140.47 \$72,324.14	\$15,196.87 \$84,109.99	\$7,400.00
May	\$4,508.98 \$78,963.60	\$3,697.46 \$54,796.92	\$7,400.00
June	\$11,133.47 \$76,266.58	\$21,710.46 \$70,195.06	\$7,400.00
July	\$17,438.16 \$81,723.89	\$8,713.63 \$80,134.08	\$7,500.00
August	\$8,565.73 \$65,680.04	\$13,329.85 \$63,342.52	\$7,400.00
September	\$13,883.92 \$78,235.57	\$20,745.19 \$69,871.68	\$7,400.00
October	\$8,239.75 \$71,869.87	\$6,008.56 \$83,955.02	\$7,400.00
November			\$7,400.00
December			\$7,400.00
Total	\$842,232.75	\$829,469.60	1.54%
	up/down from last year		\$12,763.15

Gross Receipts Tax - Split

Fund 211

Month	Current Year		
	Total	City 20%	OHED 80%
JAN	\$662.73 \$2,956.97	\$132.55 \$591.39	\$530.18 \$2,365.58
FEB	\$865.95 \$3,257.58	\$173.19 \$651.52	\$692.76 \$2,606.06
MAR	\$306.44 \$2,522.67	\$61.29 \$504.53	\$245.15 \$2,018.14
APR	\$870.10 \$2,739.31	\$174.02 \$547.86	\$696.08 \$2,191.45
MAY	\$782.47 \$3,108.55	\$156.49 \$621.71	\$625.98 \$2,486.84
JUN	\$1,047.08 \$3,847.81	\$209.42 \$769.56	\$837.66 \$3,078.25
JUL	\$1,440.45 \$4,058.20	\$288.09 \$811.64	\$1,152.36 \$3,246.56
AUG	\$1,669.91 \$4,675.39	\$333.98 \$935.08	\$1,335.93 \$3,740.31
SEP	\$1,450.21 \$4,112.78	\$290.04 \$822.56	\$1,160.17 \$3,290.22
OCT	\$985.47 \$3,182.77	\$197.09 \$636.55	\$788.38 \$2,546.22
NOV		\$0.00 \$0.00	\$0.00 \$0.00
DEC		\$0.00 \$0.00	\$0.00 \$0.00
	\$44,542.84	\$8,908.57	\$35,634.27

\$4,454.28
average/month

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

\$4,163.78
average/month

up/down from previous year		
Total	2,971.02	7.15%
City	594.20	7.15%
OHED	2,376.82	7.15%

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

OHED 80%

Check #

Check Date

OCT 788.38
OCT 2,546.22
\$3,334.60



SERVICES AGREEMENT

Date: September 15, 2023

Contract No. 189-2024

Safety Management Services

This Services Agreement (the "Agreement") is made as of October 1, 2023, between the Minnesota Municipal Utilities Association (MMUA) and the City of Miller, each a "Party" and collectively, the "Parties."

PART I - Scope of Services

PART II - Duration / Amendment / Renewal

PART III - Obligations

PART IV - Standard Terms and Conditions

The terms of this Agreement are hereby accepted by the Parties.

City of Miller

Minnesota Municipal Utilities Association

By

By

Title

Title

Date

Date

PO #

Chief Executive Officer

PART I - SCOPE OF SERVICES

MMUA will provide/deliver for the term of this Agreement:

1. The services of a person engaged by MMUA, in the capacity of Regional Safety Coordinator.
2. The assigned Regional Safety Coordinator will:
 - a. Plan, organize and/or conduct regular monthly safety meetings at City of Miller.
 - b. Develop and maintain a standard safety management record keeping and reporting system at City of Miller.
 - c. The record system will include (check those covered by this Agreement):
 - Required OSHA records
 - Required DOT records
 - Required ADA records
 - Provide written program
 - Provide annual site inspection
 - Provide interpretation and clarification of OSHA rules.
 - d. Visit City of Miller, unless circumstances lend a different location approved by City of Miller management (collectively, the "Services").
 - e. Tier service level: 2
 - f. Number of days per year: 6
3. The Services will be provided in the following departments:
 - a. # of employees
 - b. # of employees
 - c. # of employees
 - d. # of employees
 - e. # of employees

PART II - TERM/ RENEWAL/ AMENDMENT

1. TERM/RENEWAL: This Agreement shall remain in force from October 1, 2023 until December 31, 2024. Thereafter, it shall continue automatically for successive twelve-month calendar year periods unless terminated by either Party providing written notice at least sixty (60) days in advance of the end of the then-current term.
2. AMENDMENT: This Agreement may be amended or modified upon the mutual agreement of both Parties but only in writing, signed by the Parties, dated, and appended to this Agreement.

PART III – OBLIGATIONS

1. **COMPENSATION:** For the Services, City of Miller shall pay MMUA an annual fee of \$7,464.98 in the first year. Such compensation shall be due and payable according to the selected payment terms below:

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- ☐ Full 15-month payment (October 1, 2023 to December 31, 2024) (\$9,331.00), contract amount will be billed on an annual basis thereafter, consistent with the amount communicated by MMUA each September as described below.
- ☐ Annual payment (\$7,464.98)
- ☐ Quarterly payments (\$1,966.20 each)

For any term less than twelve (12) full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the Services are provided as a percentage of twelve (12).

For years after the first year, the annual fee will be adjusted to reflect the cost of the Services for the coming twelve-month period. This fee will be set by the MMUA Board of Directors and provided to City of Miller in a written notice within 30 days of the Board's action.

2. **OTHER CITY OBLIGATIONS:**

- Provide workspace for Regional Safety Coordinator when on-site.
- Provide clerical support for Regional Safety Coordinator.
- Schedule participation of employees in regular safety meetings.
- Provide the required training for employees as recommended by the Regional Safety Coordinator.
- Provide to MMUA in a timely manner any information MMUA indicates is needed to perform the services hereunder. MMUA may rely on the accuracy of information provided by City of Miller and its representatives.
- Provide annual written evaluation of services of MMUA and its Regional Safety Coordinator.

3. **MMUA OBLIGATIONS:**

- Employ, assign, and supervise Regional Safety Coordinator.
- Plan, organize, and/or conduct regular monthly safety meetings on-site.
- Develop and maintain a standard safety management record keeping and reporting system on-site, including required OSHA records, required DOT records, required ADA records, and maintenance of safety manuals.
- Monitor safety training/certification/insurance requirements, and recommend needed training.
- Prepare or oversee the preparation of required state and federal reports related to OSHA, DOT, and ADA compliance.
- Document safety meetings and training provided.
- Provide a standard interpretation of laws, rules, and regulations pertaining to safety management.

PART IV – STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** In performing the Services, MMUA is an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of City of Miller for any purpose.
2. **STANDARD OF CARE:** City of Miller acknowledges that MMUA undertakes to provide the Services to City of Miller as a member of MMUA and, similarly to other members of MMUA, consistent with its nonprofit purpose and that in so doing, MMUA affords to City of Miller a convenience, cost savings, and efficiency otherwise not available to City of Miller from other service providers. City of Miller acknowledges that MMUA will exercise its best efforts to perform the Services in accordance with current rules and practices but also acknowledges that the ultimate responsibility for an interpretation of law lies with City of Miller and its attorney and that the application of such law and of the appropriate methods and practices also lies with City of Miller in the exercise of its best judgment with reasonable and due regard for the safety of its employees and other third persons. MMUA assumes no responsibility under this Agreement other than to render the Services in good faith. It shall not be responsible for any action of City of Miller, its agents, or employees.
3. **SCOPE AND SCHEDULE CHANGES:** The fees agreed to in Part III constitute MMUA's estimate of the effort and charges required to perform the Services. Any services not expressly set forth in this Agreement are excluded from the obligations of MMUA. If MMUA is delayed in performing the Services by any act of war, force majeure, or other circumstance beyond its control, then the schedule of performance shall be extended for the number of days as the occurrence delays performance, and the compensation limits under the Agreement shall be equitably adjusted, if necessary, to compensate MMUA for any additional costs due to the delay.
4. **BENEFICIARY:** The Services are solely for the benefit of City of Miller. Nothing contained in this Agreement shall create any duties, liabilities, or obligations on the part of MMUA toward any person other than City of Miller.
5. **FINANCING CHARGES FOR LATE PAYMENTS:** If City of Miller fails to pay undisputed invoiced amounts within thirty (30) days after delivery of invoice, additional charges shall become due and payable at a rate of 1% percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. All payments shall first be credited against any accrued interest. If City of Miller fails to pay invoiced amounts within sixty (60) days after delivery of invoice, MMUA in its sole discretion may suspend the Services without incurring any liability or waiving any right established hereunder or by law.
6. **WORK PRODUCT:** City of Miller shall preserve and protect MMUA's proprietary and copyright interests, rights, and privileges with respect to works of general application provided by MMUA to City of Miller. The Parties may use and duplicate materials developed by MMUA specifically for City of Miller pursuant to this Agreement without obligation of royalty or first seeking consent.
7. **INSURANCE:** Each Party shall procure and maintain at its own expense the following minimum insurance coverages to be in force for the duration of this Agreement.
 - a. General Liability: Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. The policy shall cover liability arising from

premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each Party shall endorse as additional insureds the other Party, its respective elected and appointed officials, employees, and agents, on its policy.

b. Automobile Liability: Business automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

c. Professional (Errors and Omissions) Liability: Professional Liability Insurance for all claims a Party may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement. Each Party shall carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. If such insurance is discontinued, extended reporting period/lit coverage must be obtained by the Party to fulfill this requirement.

d. Workers' Compensation: Each Party shall maintain Workers' Compensation Insurance for all its respective employees in accordance with the statutory requirements of the State of Minnesota and/or the state(s) in which City of Miller is legally obligated to carry such insurance. Each Party shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$600,000 -- Bodily Injury by Disease per employee
- \$500,000 -- Bodily Injury by Disease aggregate
- \$500,000 -- Bodily Injury by Accident

e. Additional Insurance Conditions:

- i. Each Party shall deliver to the other Party a Certificate of Insurance as evidence that the above coverages are in full force and effect no later than the first day on which service is to commence or December 31, 2023, whichever comes later.
- ii. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. In that case, the other Party must be named as an additional insured on any umbrella/excess policy held by the other in fulfillment of this requirement.
- iii. The policies held by each Party shall be primary insurance and non-contributory to any other valid and collectible insurance available with respect to any claim arising out of the Services.

8. **MUTUAL INDEMNIFICATION:** To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its respective employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the other Party's negligence, performance, or failure to perform its obligations under this Agreement. The indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by a Party, or anyone for whose acts the Party may be liable. The obligations in this section shall survive the completion or termination of this Agreement.

9. **DISPUTE RESOLUTION:** In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the

Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Hennepin County District Court.

10. **ENTIRE AGREEMENT; HEADINGS:** This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, oral discussions, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Headings are for convenience and are not a part of this Agreement.

11. **CHOICE OF LAW:** The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

12. **ASSIGNMENT:** This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.

13. **DRAFTING:** The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.

14. **COUNTERPARTS:** This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

Overview of Safety Management Tiers

Options Time Included (as time allows)*	Overview of Safety Management Tiers		
	Tier 1 - Compliance/Mentorship	Tier 2 - Competency	Tier 3 - Comprehensive
	6 Service Days Per Year (Every Other Month)	1 - 3 Service Days Per Month	> 3 Service Days Per Month
	- Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment - Group Employee Training (in person or virtual) - Annual Safety Training Calendar - Standardized Safety Program Filing and File Management	- Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment - Group Employee Training (in person or virtual) - CPR/AED/First Aid Training - Annual Safety Training Calendar - Standardized Safety Program Filing and File Management - Facility Safety Audit - Mock OSHA Inspection with Report - Worksite Safety Audit - Mock OSHA Inspection with Report - Worksite Training - Safety Grant Development and Support - Accident Investigation - OSHA Inspection Support Services - Limited Classic Training - Choose up to 5 options from MMUA's list of Classic Training Options	- Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment - Group Employee Training (in person or virtual) - CPR/AED/First Aid Training - Annual Safety Training Calendar - Standardized Safety Program Filing and File Management - Facility Safety Audit - Mock OSHA Inspection with Report - Worksite Safety Audit - Mock OSHA Inspection with Report - Worksite Training - Safety Grant Development and Support - Accident Investigation - OSHA Inspection Support Services - Unlimited Classic Training - Choose an unlimited number of options from MMUA's list of Classic Training Options - Unlimited Technical Training - Choose an unlimited number of options from MMUA's list of Technical Training Options

*Included offerings are subject to number of days contracted. MMUA's role as a safety partner does not guarantee compliance or competency.

Contractor's Application for Payment

Application No.:

Four

Owner: City of Miller, SD
Engineer: SPN and Associates
Contractor: TLC Olson Construction LLC
Project: Miller East 4th Street Improvements

Engineer's Project No.: 16164
SDDOT Project No.: CA 022F PCN 08UP

Application Date: October 11, 2023Application Period: From July 29, 2023 to October 11, 2023

1. Original Contract Price	\$	575,043.60
2. Net change by Change Orders	\$	10,510.82
3. Current Contract Price (Line 1 + Line 2)	\$	585,554.42
4.a Total Work Completed	\$	585,554.42
4.b Materials Stored to Date	\$	-
4.c Less Value of Non-conforming Work		
5. Retainage		
a. <u> </u> X \$ <u>585,554.42</u> Work & Materials	\$	-
b. <u> </u> X <u> </u> Work & Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$	585,554.42
7. Less previous payments (Line 6 from prior application)	\$	534,369.90
8. Amount due this application	\$	51,184.52
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

Contractor's Certification

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

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

Contractor ApprovalSignature: Renny OlsonDate: 10/11/23**Recommended by Engineer****Approved by Owner**By: Candice H. L. BEBy: Title: Project EngineerTitle: MayorDate: 10/16/23Date: **Approved by Funding Agency**By: Title: Date:

CHANGE ORDER NO. One

Owner: City of Miller Engineer's Project No.: 16164
 Engineer: SPN & Associates SDDOT Project No.: CA 022F PCN 08UP
 Contractor: TLC Olson Construction LLC
 Project: East 4th Street Improvements
 Contract Name: Bid Schdeule A and B
 Date Issued: 10/11/2023 Effective Date: 10/11/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

Existing geotextile fabric was found under the existing road and was removed. The Contractor installed a meter pit furnished by the Owner. Various water main items were adjusted based on installation. The existing pit sprinkler systems will need to be relocated. A clean out should be added on the south drain tile for access. The quantities are adjusted to what has been installed to date. The final completion date is extended to complete the final paperwork.

Attachments:

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$575,043.60		Substantial Completion:	8/15/2023
		Ready for final payment:	9/14/2023
Increase from previously approved Change Orders No. 1 to No. 1:		Increase from previously approved Change Orders No.1 to No. 1:	
		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$575,043.60		Substantial Completion:	8/15/2023
		Ready for final payment:	9/14/2023
Increase this Change Order:		Increase this Change Order:	
\$10,510.82		Substantial Completion:	
		Ready for final payment:	39
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$585,554.42		Substantial Completion:	8/15/2023
		Ready for final payment:	10/23/2023

Recommended by Engineer

By: Candace Hill AS
 Title: Project Engineer
 Date: 10/16/23

Accepted by Contractor

Ronny Olson
TLC Olson Construction LLC
10/11/23

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

Approved by Funding Agency (if applicable)



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

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date Oct 31, 2023	Invoice Num 32493
Billing Through Oct 28, 2023	

Phase III final project closeout
Billing period 6/25/2023 thru 10/28/2023

***contract change- amendment #1

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M15318-05WW	MILLER PHASE III CONST ADMIN - WASTE WATER	\$106,500.00	100.00	\$95,850.00	\$10,650.00

Total Amount Due \$10,650.00
This invoice is due upon receipt

VERIFICATION OF CLAIM I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. Dated this 1st day of Nov 2023	
Schmucker, Paul, Nohr & Associates	Signed

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



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INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date Oct 31, 2023	Invoice Num 32494
Billing Through Oct 28, 2023	

Phase III final project closeout
Billing period 6/25/2023 thru 10/28/2023

***contract change- amendment #1

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M15318-05W	MILLER PHASE III CONST ADMIN - WATER	\$66,500.00	100.00	\$59,850.00	\$6,650.00

Total Amount Due \$6,650.00
This invoice is due upon receipt

VERIFICATION OF CLAIM I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. Dated this 1st day of Nov 2023	
Schmucker, Paul, Nohr & Associates	Signed

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



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Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Oct 31, 2023	Invoice Num	32495
Billing Through		Oct 28, 2023	

Phase III final project closeout.
Billing period 6/25/2023 thru 10/28/2023

***contract change- amendment #1

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M15318-055S	MILLER PHASE III CONST ADMIN - STORM WATER	\$39,140.00	100.00	\$35,190.00	\$3,910.00
Total Amount Due					\$3,910.00

This invoice is due upon receipt

VERIFICATION OF CLAIM

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

Dated this 15th day of Nov 2023

Schmucker, Paul, Nohr & Associates

Signed

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



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Mitchell SD 57301-0398
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INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Oct 31, 2023	Invoice Num	32479
Billing Through		Oct 28, 2023	

Miller Phase IV - Water preliminary design including updating Facility report, assisting with funding application, attending public meetings, and collecting data for topographic survey.
Billing period through: 10/28/2023

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M16084-02W	MILLER PHASE IV UTILITY IMPROVEMENTS - WATER MAIN - DESIGN	\$126,000.00	20.00	\$0.00	\$25,200.00
Total Amount Due					\$25,200.00

This invoice is due upon receipt

VERIFICATION OF CLAIM

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

Dated this 15th day of Nov 2023

Schmucker, Paul, Nohr & Associates

Signed

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

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Mitchell SD 57301-0398
Phone (605) 996-7761
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INVOICE

SPN & ASSOCIATES
ENGINEERS & SURVEYORS

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Oct 31, 2023	Invoice Num	32480
Billing Through		Oct 28, 2023	

Miller Phase IV - Water storage preliminary design including updating Facility report, assisting with funding application, attending public meetings, and begin design of ground storage improvements.
Billing period through: 10/28/2023

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M16085-02WS	MILLER PHASE IV UTILITY IMPROVEMENTS - WATER STORAGE - DESIGN	\$8,000.00	25.00	\$0.00	\$2,000.00

Total Amount Due \$2,000.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

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

Dated this 1st day of Nov 2023

Schmucker, Paul, Nohr & Associates

Signed

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

SPN & ASSOCIATES
ENGINEERS & SURVEYORS

INVOICE

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

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Oct 31, 2023	Invoice Num	32481
Billing Through		Oct 28, 2023	

Miller Phase IV - Wastewater preliminary design including updating Facility report, assisting with funding application, attending public meetings, and collecting data for topographic survey.
Billing period through: 10/28/2023

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M16085-02WW	MILLER PHASE IV UTILITY IMPROVEMENTS - SANITARY SEWER - DESIGN	\$13,000.00	20.00	\$0.00	\$2,600.00

Total Amount Due \$2,600.00
This invoice is due upon receipt

VERIFICATION OF CLAIM

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

Dated this 1st day of Nov 2023

Schmucker, Paul, Nohr & Associates

Signed

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



WESCO
DISTRIBUTION®

2501 - E 3RD ST
FAX 712-255-3482
SIOUX CITY IA 51101

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF MILLER
120 W SECOND ST

MILLER SD 573621316

Date: 09/11/23

Branch: 7854

Project Number: QUOTE

Project Name SERVICE RESTORER

Quoted To: DUSTIN

Date of Your Inquiry: 09/11/23

When ordering please refer
to Quotation Number: 236235

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
22	1	ORDER WILL BE PLUS FREIGHT ELEMAT*H25200V1*E*SERVICE RETORER, 25KVA, 200A CB, 1 VOLTMETER 25 KVA 200AMP CB AND 1 VOLTMETER ***** LEAD-TIME IS 4+ WEEKS PRICE GOOD FO 30 DAYS	5795.000	E	5795.00	0.00		10/20/23
		SUB-TOTAL			5795.00			
		TOTAL			5795.00			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
Per:

Make it Mine Designs

301 S Burr St
Mitchell, SD 57301
605-990-3570

City of Miller
120 West 2nd St
Miller SD 57362

Bid for a Snow-ex 8'6" HDV MS V-Plow installed on a 2003 Chevrolet 2500HD:

77770	Blade Assembly
77870-5	Hyd Box Assembly
67981-2	Mount Kit
72530	Halogen Std Lights
29048	Headlamp Wiring Kit
85800	Hand Held Control
29070-1	Isolation Module
84491	Gal Hyd Oil

List Price	\$11,630.00
Installation	<u>\$800.00</u>
	\$12,430.00
Municipal Discount	<u>\$3,173.00</u>
Final Sale Price	\$9,257.00

Additional Options:

43088	Skid Shoes	\$275.00
85108	Rubber Snow Deflector	\$350.00
72525	LED Headlamp Upgrade	\$765.00
85365	Upgrade Cutting edge from ½ to ¾ thick	<u>\$100.00</u>

Final Sale Price with Upgrades \$10,747.00

Please call with any questions.
Thank you,
Dan

IN THE SE1/4 OF THE SE1/4 OF SECTION 15, TOWNSHIP 112 NORTH,
RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA
CONTAINING ±0.29 ACRES, AND ±0.25 ACRES R.O.W.



- EXISTING EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTER LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- PLATTED PROPERTY LINE
- FOUND MONUMENT
- SET 5/8" X 1/8" CAPPED REBAR
- FOUND SECTION CORNER
- PREVIOUSLY PLATTED DIMENSION



1. BASIS OF BEARINGS FOR THIS DRAWING IS UTM WITH NAD83 DATUM, ZONE 14, US FOOT.
2. RESEARCH OF EXISTING EASEMENTS OF RECORD WAS NOT PERFORMED.



ORDINANCE #750

The City of Miller is an equal opportunity employer.

BE IT ORDAINED BY THE CITY OF MILLER that the following sum is supplementary appropriated to meet the obligation of the municipality.

101 General Fund

42101	41101 Salary	\$10,000.00	Police
42101	41301 Retirement	\$800.00	Police
42101	42601 Supplies & Materials	\$1,000.00	Police - Ammunition & Vest
42101	43400 Machinery & Equipment	\$1,200.00	Police - Tasers
42101	42701 Conference Fees	\$100.00	Police
42101	42702 Lodging	\$500.00	Police
42101	42703 Meals	\$150.00	Police
42101	42704 Mileage	\$350.00	Police
		\$14,100.00	

Source of Funding

\$14,100.00 Unassigned Funds

Tom McGough, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderwoman Hargens -
Alderwoman Lichty -
Alderman Wetz -
Alderman Hargens -
Alderman Price -
Alderman Jones -

First Reading: November 6, 2023

Second Reading: November 20, 2023

Adoption: November 20, 2023

Publication: November 25, 2023

Published once at the approximate cost of:

ORDINANCE #751
2024 APPROPRIATION ORDINANCE
The City of Miller is an equal opportunity employer.

	General Fund 101	Gross Receipts Tax Fund 211	Capital Improvements
Governmental Funds			
10400 Unassigned Funds	\$197,370.00		\$3,500.00
31000 Taxes	\$1,566,500.00	\$60,000.00	
32000 Licenses and Permits	\$9,650.00		
33000 Intergovernmental Revenue	\$120,300.00		\$66,500.00
34000 Charges for Goods and Services	\$44,500.00		
36000 Miscellaneous Revenue	\$70,400.00	\$300.00	
Total Means of Finance	\$2,008,720.00	\$60,300.00	\$70,000.00

Governmental Funds			
41000 General Government			
41101 Council	\$47,275.00		
41105 Contingency	\$25,000.00		
41301 Elections	\$2,200.00		
41401 Attorney	\$10,000.00		
41402 Finance	\$130,055.00		
41902 Building	\$31,525.00		
Total General Government	\$246,055.00	\$0.00	
42000 Public Safety			
42101 Police	\$472,490.00		
42201 Fire	\$54,100.00		
42301 Code Enforcement	\$5,500.00		
42901 Civil Defense	\$1,000.00		
Total Public Safety	\$533,090.00	\$0.00	
43000 Public Works			
43101 Street	\$663,970.00		
43501 Airport	\$32,735.00		\$70,000.00
Total Public Works	\$696,705.00	\$0.00	\$70,000.00
44000 Health and Welfare			
44900 Health and Welfare	\$8,000.00		
Total Health and Welfare	\$8,000.00	\$0.00	
45000 Culture and Recreation			
45101 Ballpark	\$255,560.00		
45103 Pool	\$93,160.00	\$10,000.00	
45202 Park	\$69,950.00		
Total Culture and Recreation	\$418,670.00	\$10,000.00	
46000 Conservation and Development			
46303 Zoning	\$200.00		
46501 Economic Development	\$100,000.00		
46501 Community Center		\$48,000.00	
46503 Promotion of City	\$6,000.00		
Total Conservation and Development	\$106,200.00	\$48,000.00	
Total 2023 Appropriations	\$2,008,720.00	\$58,000.00	\$70,000.00
Cash Retained	\$0.00	\$2,300.00	\$0.00

Proprietary and Fiduciary Funds	Water Fund 602	Electric Fund 603	Sewer Fund 604
Beginning Unrestricted Cash		\$241,185.00	
Estimated Revenue	\$699,800.00	\$2,327,000.00	\$653,300.00
Total Available	\$699,800.00	\$2,568,185.00	\$653,300.00
Less Appropriations (Expenses)	\$686,025.00	\$2,568,185.00	\$599,225.00
Cash Retained	\$13,775.00	\$0.00	\$54,075.00

RESOLUTION NO. 2023-8

The City of Miller is an equal opportunity employer.

WHEREAS insufficient appropriation was made in the 2023 adopted budget for the following departments to discharge just obligations of said appropriations; and

WHEREAS SDCL 9-21-6.1 provides transfers be made by resolution of the board from the contingency appropriation established pursuant to SDCL 9-21-6.1 to other appropriations;

THEREFORE, BE IT RESOLVED that the following appropriations be transferred from the contingency budget to the department budgets:

101 - General Fund

45103	41101 Salary	\$1,200.00	Pool
-------	--------------	------------	------

Adopted the 6th day of November, 2023

Tom McGough, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

ORDINANCE #749

The City of Miller is an equal opportunity employer.

BE IT ORDAINED BY THE CITY OF MILLER that the following sum is supplementary appropriated to meet the obligation of the municipality.

211 Gross Receipts Tax

46501 45101 Community Center \$8,000.00 Sales Tax

Source of Funding

31000 31000 Gross Receipts Sales Tax \$10,000.00 Sales Tax Earned

Tom McGough, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderwoman Hargens -
Alderwoman Lichty -
Alderman Wetz -
Alderman Hargens -
Alderman Price -
Alderman Jones -

First Reading: October 16, 2023
Second Reading: November 6, 2023
Adoption: November 6, 2023
Publication: November 11, 2023

Published once at the approximate cost of:
