

**AGENDA
CITY OF MILLER
WEDNESDAY, DECEMBER 6, 2023
7:00 P.M.**

**Call to Order
Pledge of Allegiance**

Approval of Agenda

Approval of Minutes pgs. 1 - 3

Public Input

Public Hearing

7:30 p.m. Retail (on-off) Malt Beverage License and Retail (on-off) Wine and Cider License
Family Dollar Stores of South Dakota LLC

Department Head Reports pgs. 4 - 7

New Business

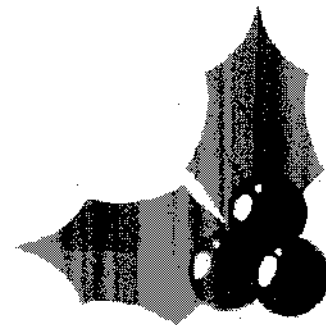
1. Ron Hoftiezer – park mower *see Ron's Department Head Report*
2. Building Permit – City Park addition to Warming House
3. Ron Blachford – Sewer Problems
4. NECOG – Joint Cooperative Agreement pgs. 8 - 10
5. Fuel Bids
6. Policy Manual Changes
 - a. Inclement Weather pg. 11
 - b. Juneteenth pg. 12
7. Helms & Associates Agreement *full document available in finance office* pgs. 13 - 14
8. gWorks – Upgrade to the Cloud pgs. 15 - 18
9. New Christmas Lights – Thank you to On Hand
10. Resolution No. 2023-10 – Contingency Fund Transfer pg. 19

Executive Session

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

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
NOVEMBER 20, 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, November 20, 2023.

MEMBERS PRESENT: Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, and Alderwomen: Susan Hargens and Tammy Lichty. Alderman Mike Wetz was present on the phone and abstained from all votes.

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

Pledge of Allegiance was said by all present.

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

MINUTES: Motion by Alderman Price, seconded by Alderman Hargens to approve the minutes for the regular meeting held on November 6, 2023. All members present voted aye. Motion carried.

Public Input: None.

UNFINISHED BUSINESS

2nd Reading of Ordinance #750 – Budget Supplement: Motion by Alderwoman Hargens, seconded by Alderman Price to approve the 2nd Reading of Ordinance #750 – Budget Supplement. Roll call vote: Alderwoman Hargens – aye, Alderwoman Lichty – aye, Alderman Wetz – abstain, Alderman Hargens – aye, Alderman Price – aye, Alderman Jones – aye. Motion carried.

2nd Reading of Ordinance #751 – 2024 Appropriations: Motion by Alderman Hargens, seconded by Alderwoman Hargens to approve the 2nd Reading of Ordinance #751 – 2024 Appropriations. Roll call vote: Alderman Jones – aye, Alderman Price – aye, Alderman Hargens – aye, Alderman Wetz – abstain, Alderwoman Lichty – aye, Alderwoman Hargens – aye. Motion carried.

NEW BUSINESS

Inclement Weather Policy: Hand County Emergency Manager, Arlen Gortmaker, was present to explain the process that the county goes through to determine closures of Hand County Roads and the courthouse. The process begins when the National Weather Service determines that a winter weather event is coming, and the state emergency managers have daily webinars to watch the impending weather pattern. The actual day of the winter weather event starts around 5:00 a.m. and involves Gortmaker along with Ron Hoffiezer – city, Greg Droz & Roger Flint – state, and Jeff Hargens – county. The decision to close county roads and offices is not taken lightly. When this group determines that no travel is advised, they would appreciate everyone staying home. If businesses are open, people think they can go out. This puts our emergency response volunteers in danger when they must rescue citizens that should be staying home. Mayor McGough thanked Arlen for all he does, and his concern for the general public. Motion by Alderman Price to accept the Inclement Weather Policy to close when the Hand County Emergency Manager determines no travel advised due to lack of second. The personnel committee will look at the current policy and bring it back before the council.

2024 Dodge Durango – Police: Motion by Alderwoman Lichty, seconded by Alderwoman Hargens to have Chief Huss order a 2024 Dodge Durango from Iverson Auto for \$40,092.00. All members present voted aye. Motion carried.

FEMA Grant Application: Motion by Alderwoman Hargens, seconded by Alderman Hargens to have Mayor McGough sign the FEMA Grant Application and the Commitment Letter. All members present voted aye. Motion carried.

Resolution No. 2023-9 – FEMA Grant: Motion by Alderman Hargens, seconded by Alderman Jones to approve Resolution No. 2023-9 – FEMA Appointment of Applicant Agent. All members present voted aye. Motion carried.

Pool Update: Alderman Price stated that there is a new employee at the Hand County Health & Wellness and Community Foundation which is a 501(c)(3) entity. There is currently \$530,000 in funds for the pool which includes the funds that the city has designated. All funds donated are considered charitable donations for tax purposes. Donations can be dropped off at the hospital. Please indicate "Pool Donation" on the check as there are other fundraisers managed by the foundation.

December 4th Meeting: Motion by Alderwoman Lichty, seconded by Alderwoman Hargens to move the next meeting to Wednesday, December 6th at 7:00 p.m. due to the 5th and 6th grade winter concert on Monday, December 4th and the junior high and high school concert on December 5th. All members present voted aye. Motion carried.

Juneteenth: This item will also be addressed by the personnel committee when they discuss the inclement weather policy.

Removal Permit: Motion by Alderman Jones, seconded by Alderwoman Lichty to approve a removal permit for Clayton Keck to remove a building. All members present voted aye. Motion carried.

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

Correspondence: The city received a thank you card from Hand in Hand Daycare for the 2024 utility donation. Alderwoman Lichty commented that she has also received thank you from daycare families for the donation.

EXECUTIVE SESSION: Motion by Alderman Hargens, seconded by Alderwoman Hargens to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 7:40 p.m. All members present voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 8:06 p.m. No action taken.

Motion by Alderman Hargens, seconded by Alderwoman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 8:07 p.m. All members present voted aye. Motion carried.

Tom McGough, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

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

Bills November 2023 (2)

A & B Business	Supplies	204.46
A-Ox Welding	Supplies	8.28
ATI	Prop. Ins.	373.00
Bob's Gas	Fuel	210.00
BSE	Supplies	1,248.43
Cowboy Country Stores	Fuel	1,940.55
Dakota Energy	Service	160.00
Danburg, Christi	Reimb	30.00
DGR Engineering	Prof Fees	2,593.00
Display Sales	X-mas Lights	3,049.00
Gross, Gordon	Reimb	30.00
Hand Co ROD	Prof Fees	60.00
First Bank & Trust	Power	5,006.58
Hughes Electric	Supplies	68.58
ISG	Prof Fees	1,375.00
Kessler's	Supplies	48.30
Locators & Supplies	Supplies	47.73
Mastercard	Supplies/Water Purchased	19,641.35
MMUA	Prof Fees	1,196.00
Morris	Rock	17,371.94
NASASP	Dues	39.00
Nelson, Dave	Solar Sellback	166.82
Oakley Farm & Ranch	Supplies	121.95
OHED	Industry	7,400.00
Petty Cash	Reimb	13.96
PrairieLand Collections	Prof Fees	84.00
Rural Development	Loans	16,403.00
Schiltz, Logan	Reimb	30.00
SD Airport Mgmt Assn	Membership	50.00
SDARWS	Prof Fees	500.00
SD DANR	Drinking Water Fee	600.00
SD DOR	Sales Tax	8,410.64
SD Gov't FO Assn	Membership	40.00
SD Gov't HR Assn	Membership	25.00
SDML	Membership	1,652.11
SD Municipal Street Maint Assn	Membership	35.00
SD Police Chiefs' Assn	Membership	200.00
SDWWA	Membership	30.00
Servall	Service	6.58
Share Corp	Supplies	912.88
Stobbs Sales	Repairs	465.09
Stuart C Irby	Supplies	6,695.00
Sturdevant's	Parts	19.83
Visa	Supplies	797.24
WAPA	Power	47,008.73
Wesco	Lights/Supplies	25,925.00
	Accounts Payable Total	<u>\$172,294.03</u>

Payroll Salary plus**Benefits by Department:**

11/23/2023

Department	w/o OT	OT	Total
41402 FINANCE OFFICE	3,314.60	0.00	3,314.60
42101 POLICE	12,884.09	968.20	13,852.29
43101 STREET	8,391.32	0.00	8,391.32
43201 SEWER	5,743.92	87.95	5,831.87
43305 WATER	5,743.84	87.94	5,831.78
43403 ELECTRIC	13,541.41	79.82	13,621.23
45202 PARK	565.73	0.00	565.73
	<u>\$50,184.91</u>	<u>\$1,223.91</u>	<u>\$51,408.82</u>

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

Police Department Report

November 2023 Stats:

- a. Traffic Warnings (35): Speeding = 15, Other = 20
 - b. Traffic & Criminal Citations (9): Speeding = 7, DUI = 1, Open Container = 1
 - Total Fines = \$782.50
 - c. Arrests (2): DUI/Open Container = 1, Manufacturing of child pornography, Solicitation of a minor, Stalking, Sexting = 1
 - d. Agency Assists (8): Fire = 1, Ambulance = 10, Accidents = 2, Careflights = 4, Sheriff's Office/HP = 0
 - e. 911 Misdialed = 1
 - f. Funeral Escorts = 2
 - g. Fingerprints = 0
 - h. 24/7 = 0
- Total Calls for Service (CFS) = 47

Street Department Report

1. We worked on the floor for the cedar gazebo at the park. We had to remove some supports and one corner post that holds up the roof. We did find a few supports that were needed replaced also.
2. We pushed several dirt piles in at the old landfill.
3. We have been pushing up gravel that I ordered.
4. We got a better sander stand from Hand County Highway's surplus, and we removed the old rickety.
5. We worked on the sander and plow mounts on both trucks.
6. We re-plumbed the snowplow that mounts on the loader.
7. We helped put up the Christmas lights.
8. We installed a new pallet rack by the trucks and cleaned up the tripping hazard area.
9. I would like to purchase a bagger for the park mower. My plans are to replace the old bagger (Dixon) in a year or two. It is getting pretty worn out, in fact it is a 2004. In the past we have bagged the baseball field when we thatched it and it is SEVERAL loads so I am leaning towards the hopper dump. See agenda item.
 - New 3-bag bagger is \$2,930
 - New bagger with hopper dump is \$3,730

Water/Sewer/Airport Department Report

1. Finished winterizing all the city properties.
2. Fixing stopped meters.
3. A few locates.
4. Had to remove a booster pump for our water tower as it was seized up. Dakota Pump of Watertown has it for repairs.
5. The Rural Water Expo is January 9-11. It's also the first week of the legislative session so rooms can sometimes be hard to get. If anyone is interested, let me know A.S.A.P. Also, they have supper at this event with the legislators and classes for water managers, office staff, maintenance workers, and board & council members.

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

Electric Department

1. Locates.
2. Very few meter reads. Thanks to Devin and Logan for their hard work on the installation of new AMI meters.
3. Installed new meter sockets and rewire for new meters in some locations where needed.
4. Attended Heartland Energy winter conference.
5. Digging for new lights and poles.
6. Installed and fixed several streetlights.
7. Put Christmas lights up.
8. Repaired Sub 3 and waiting for parts for Northwestern Sub.
9. Preparing equipment for winter and getting material in place in case there is snow.

Finance Office Report

1. Sales Tax is up. See attachment.
2. I have been reviewing expense and revenue budgets to estimate necessary EOY supplements and contingency transfers.
3. I have been working on USDA reports.
4. gWorks did an overview of their cloud-based software with Cindy, Christi, and I this week. I feel that the security of our data is worth the additional funds and our current software will be phased out in the next couple of years.
5. Christi has been doing a phenomenal job working with the electric department and the different software companies to get our electric radio read meters functioning properly.

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	\$20,186.33 \$65,112.10	\$3,451.16 \$55,117.20	\$7,400.00
December			\$7,400.00
Total	\$927,531.18	\$888,037.96	4.45%
	up/down from last year		\$39,493.22

Gross Receipts Tax - Split Fund 211

Month	Current Year		
	Total	City 20%	OHED 80%
JAN	\$662.73	\$132.55	\$530.18
	\$2,956.97	\$591.39	\$2,365.58
FEB	\$865.95	\$173.19	\$692.76
	\$3,257.58	\$651.52	\$2,606.06
MAR	\$306.44	\$61.29	\$245.15
	\$2,522.67	\$504.53	\$2,018.14
APR	\$870.10	\$174.02	\$696.08
	\$2,739.31	\$547.86	\$2,191.45
MAY	\$782.47	\$156.49	\$625.98
	\$3,108.55	\$621.71	\$2,486.84
JUN	\$1,047.08	\$209.42	\$837.66
	\$3,847.81	\$769.56	\$3,078.25
JUL	\$1,440.45	\$288.09	\$1,152.36
	\$4,058.20	\$811.64	\$3,246.56
AUG	\$1,669.91	\$333.98	\$1,335.93
	\$4,675.39	\$935.08	\$3,740.31
SEP	\$1,450.21	\$290.04	\$1,160.17
	\$4,112.78	\$822.56	\$3,290.22
OCT	\$985.47	\$197.09	\$788.38
	\$3,182.77	\$636.55	\$2,546.22
NOV	\$1,672.94	\$334.59	\$1,338.35
	\$3,385.54	\$677.11	\$2,708.43
DEC		\$0.00	\$0.00
		\$0.00	\$0.00
	\$49,601.32	\$9,920.26	\$39,681.06

\$4,509.21
average/month

	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

\$4,163.78
average/month

up/down from previous year		
Total	5,036.72	11.30%
City	1,007.34	11.30%
OHED	4,029.38	11.30%

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

OHED 80%

Check #

Check Date

NOV	1,338.35
NOV	2,708.43
	\$4,046.78

JOINT COOPERATIVE AGREEMENT
FOR 2024

Section 1. Authority.

Article I

Pursuant to the Constitution of South Dakota and as provided in Chapter 1-24-1 to 1-24-10 of the SDCL, 1992 Revision, entitled "The Joint Exercise of Governmental Powers," the undersigned units of local governments hereby organize, form, and maintain the Northeast Council of Governments. As referenced in SDCL 1-24-1 to 1-24-10, in the event that the joint agreement financing of the Council be terminated due to lack of support by the governmental units within the area served, all equipment and supplies owned by the Council shall be sold by sealed bids to local units of government within the area boundaries or according to applicable Federal guidelines. The Chairperson, Vice Chairperson, and Secretary/Treasurer of the Council shall oversee the advertisement, receiving the bids, and opening the bids. Money received from the sale of Council equipment and supplies will be divided in the same manner as contributed by member counties and cities that financed the Council operations within the last year.

Section 2. Duration of the Agreement.

The joint agreement represents a voluntary association of general purpose units of local governments providing planning, technical aid, and assistance capabilities to its membership, and other units of local governments. This agreement shall remain in effect as long as five counties representing 60 percent of the area population continue membership and financial support.

Annual reaffirmation of commitment to this agreement by each member government shall take place prior to the beginning of the Council's fiscal year.

Section 3. Governing Body.

The governing body of the area served shall be the Northeast Council of Governments.

Section 4. Fiscal Year.

The fiscal year of the Council shall begin on the first day of January and terminate on the thirty-first day of December, and the term of this JCA covers the entire fiscal period referenced.

Section 5. Bylaws.

The Council shall create and provide for bylaws detailing activities and procedures of the Council. The formation of or amendments to such bylaws shall take the affirmative vote of two-thirds of the members present.

Article II

Section 1. Members.

Membership shall consist of 1) two county commissioners from each county, selected by the respective county commission, 2) in member counties, one mayor or city council member from each city or at least 950 population or from the largest city in the county if no cities are at least 950 population, 3) one representative of non-governmental or private sector interests from each member county, and 4) one representative from the tribal council in a member dues-paying county.

Section 2. Ex-Officio Membership.

NECOG

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The Chairperson of all Council subcommittees shall serve as nonvoting members of the Council. In addition, the Council may, when deemed advisable by the majority of the Council members, appoint nonvoting members in an advisory capacity or appoint additional voting members not to exceed one-half of the regular membership.

Section 3. Proxies.

Each Council member, with the approval of his respective governing board, may appoint a temporary representative to serve in his absence. The appointed individual assumes all rights and privileges of the Council member.

Article III

Section 1. Regular Meetings.

The Council shall establish a schedule of regular meetings at such place and time within the area as it may designate.

Section 2. Meetings--Special.

Upon the written request of eight members of the Council or when deemed expedient, the Chairperson shall call a special meeting of the Council for the purpose of transacting business designated in the call. The call for such special meeting shall be delivered to each member or may be mailed to each member not later than three days before the meeting. At such special meeting, no business shall be considered other than is designated in the call.

Section 3. Quorum.

A majority of members of the Council shall constitute a quorum for the purpose of conducting business. When a quorum is present, a majority of those present will decide all issues presented.

Section 4. Rules--Action of the Council.

The rules contained in the last revised edition of Robert's "Rules of Order" shall apply in all meetings of the Council to the extent that such rules are not in conflict with the agreement or its bylaws. In the conduct of all business by the Council, the following is set forth as a guiding principle.

1. It is the basic objective of this Council to unite all beliefs and interests in the fulfillment of a sound program for the development of the area served.
2. This objective can only be obtained by the use of the best techniques of group thinking and by minimizing any elements of force in the action of the group.
3. It is the guiding policy of this Council that in all of its activities, every reasonable effort shall be made to attain the closest possible approach to unanimous consent.

Article IV

Section 1. Officers.

The Council shall elect officers for the position of Chairperson, Vice Chairperson, and Secretary/Treasurer.

Section 2. Subcommittees.

The Council may form subcommittees to serve at the pleasure of the Council and to carry out its work.

Section 3. Executive Board.

NECOG

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Additionally, the Council may create, through bylaws, an Executive Board with delegated powers as specified in those bylaws.

Article V

Section 1. Powers of the Council.

1. To prepare broad modular planning units of development for the area served, including, but not limited to population, economy, governmental services, utilities, education, housing, transportation, recreation, health, natural resources, manpower, law enforcement, social services, poverty, and economic development.
2. To assist individual counties and municipalities in the area to participate more effectively in State and Federal funding programs.
3. To review and make recommendations on projects which will affect the development of the area in accordance with the various plans and programs of the area served.
4. To recommend projects which will enhance the development of all resources to be carried out through existing governmental units or through a combination of these as applicable under State laws.
5. To compile, prepare, publish, and disseminate information about the various resources of the area served and subareas.
6. To cooperate and coordinate the activities of local grants with organizations similar to the Council, State, and Federal agencies.
7. To analyze existing Federal and State legislation and programs to determine its effect on local governments.
8. To promote local decision making and local control of those projects and programs affecting the constituency of the area.

Section 2. Limitation of Powers.

In the carrying out of its purposes, powers, and functions, the Council, its members, and the Council staff shall remain within these guidelines or limitations:

1. All plans shall be advisory only.
2. No zoning ordinances or subdivision standards regulating land use may be enacted by the Council.
3. The Council is to have no authority that would supplant or in any way interfere with or supersede the planning and development authority granted cities, counties, or tribal governments under other applicable State or Federal statutes.
4. Plans are to reflect goals and objectives for harmonious development of the area.
5. Plans prepared by or for the Council shall be transmitted to all affected governmental bodies which are members of the Council. It will be for these governmental bodies to adopt them as their own for purposes of planning and development.
6. No power of eminent domain is to be exercised.
7. The Council cannot engage in construction projects.
8. The Council cannot regulate the agricultural or other use of the land.

NECOS

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Section 3. Staff.

For the purpose of this agreement, the Council is authorized to hire staff and provide all necessary support services to carry out the intent of this agreement.

Article VI

Section 1. Finance.

The Council shall determine the amount of local matching money that will be requested from the boards of county commissioners and member cities for each fiscal year of the Council's operation. This amount will be determined after the Executive Director presents his/her proposed budget to the Council listing possible sources of Federal, State, local, and private funds available on a matching basis to operate the Council during each specific fiscal year.

Section 2. Local Share.

The local share for the next fiscal year shall not exceed the following amounts, with actual allocations determined by vote of the Council.

Unit of Government	Maximum Local Share
Beadle County	\$16,757.39
Huron	3,496.88
Brown County	26,856.06
Aberdeen	7,166.88
Groton	1,748.45
Campbell County	7,264.77
Harrel	1,748.45
Day County	10,186.13
Webster	1,748.45
Edmunds County	8,657.71
Ipswich	1,748.45
Faulk County	7,718.40
Faulkton	1,748.45
Hard County	8,442.06
Miller	1,748.45

NECOS

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McPherson County	8,000.57
Eureka	1,748.45
Marshall County	8,943.26
Britton	1,748.45
Potter County	7,578.72
Gettysburg	1,748.45
Spink County	10,770.40
Redfield	1,748.45
Walworth County	9,667.41
Mobridge	1,748.45

Section 1. Amendments.

Article VII

Amendments to this agreement may only be made with the full concurrence of two-thirds majority of those present of the member governments.

Section 2. Termination of this Joint Cooperative Agreement.

With mutual written agreement from both parties, a member county may terminate the agreement for services. During the period of service under this JCA, the termination notice is to be provided in writing with six months notice prior to the end of each fiscal year to receive any dues reimbursement. The NEGOG Executive Board has the authority to approve or deny the reimbursement request.

Adopted on the _____ day of _____, 202__.

Chairperson:

ATTEST:

Unit of Government

NEGOG

JCA 2024

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Original Wording:

5.9 Inclement Weather

All closures proclaimed as weather related or acts of God by the Governor of South Dakota or as deemed necessary by the Mayor will be paid as standard workdays. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workday (12 hours for police officers).

Employees designated as essential, e.g. street department, electric department, and police department, will work a standard workday if possible.

Employees not scheduled will not receive any pay for such proclaimed closures.

New Wording:

5.9 Inclement Weather

All closures proclaimed as weather related or acts of God as deemed necessary by the Mayor (upon recommendations from the police officer on duty, Hand County Emergency Manager, and acting street department head) will be paid as standard workdays. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workday (12 hours for police officers).

If an employee cannot make it to work due to inclement weather, and a closure is not proclaimed by the Mayor, sick leave may be used upon department head approval.

Employees designated as essential, e.g. street department and police department, will work a standard workday if possible.

Employees not scheduled will not receive any pay for such proclaimed closures.

Notice of office closures will be posted on close lines (Keloland, KABY) and social media.

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	3 rd Monday in Jan.
Presidents' Day	3 rd Monday in Feb.
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	1 st Monday in Sept.
Native American Day	2 nd Monday in Oct.
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in Nov.
Friday after Thanksgiving	4th Friday in Nov.
Christmas Eve Day	December 24
Christmas Day	December 25

Helms

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0035-015-2024

This Agreement is entered into by and between **CITY OF MILLER**, South Dakota, of 120 W 2ND St., Miller, South Dakota 57362, referred to in this Agreement as the "SPONSOR," and Schmucker, Paul, Nohr & Associates, Inc., dba **HELMS & ASSOCIATES CORPORATION**, of 416 N Production St., Aberdeen, South Dakota, 57401, referred to in this Agreement as the "ENGINEER."

BACKGROUND:

1. The SPONSOR intends to develop the following airport improvements at the Miller Municipal Airport, with state, local, and federal assistance:

The PROJECT shall include the design and construction of the connector taxiway and reconstruction of the access road. The PROJECT will also include an aquatic resources survey, topographical survey, and geotechnical exploration during the design phases. The construction work includes grading, unclassified excavation, disposal of excess material, geotextile separator fabric, underdrain piping, subbase course, aggregate base course, HMA or PCC paving, pavement marking, topsoiling, seeding, mulching, and other items of related construction.

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Miller Municipal Airport, Project Number AIP 3-46-0035-015-2024, referred to in this Agreement as the "Project."
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached **Exhibit A**, entitled "Detailed Scope of Services." A Scope of Services specific to this project is attached as **Exhibit G**. The anticipated level of effort is described and incorporated in this Agreement in the attached **Exhibit B**, entitled "Cost Breakdown."
- C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10G) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10G), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

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subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see **EXHIBIT F**).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in **Exhibit B** and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. **Exhibit B** provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
Environmental Review, Field Survey, Engineer's Design Report, Preliminary & Final Design	\$84,960.27
Bidding & Negotiation	To be added by amendment upon receipt of FAA Grant Offer for Construction

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in **Exhibit B**, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
Construction Administration		To be added by amendment upon receipt of FAA Grant Offer for Construction
Resident Engineering Services		To be added by amendment upon receipt of FAA Grant Offer for Construction

C. The maximum limiting amount for this Agreement is \$84,960.27.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for

From: Julia Hale <julia@gworks.com>
Sent: Tuesday, December 5, 2023 8:50 AM
To: Sheila Coss
Subject: Council Packet and Cost Breakdown
Attachments: Miller South Dakota Council Presentation.pdf

Morning!

Attached is the council presentation that I made for you. You are on one of the slides too. lol.

For pricing, the annual total right now is \$15,000. If you sign after December 31st there will be a 10% raise in price bringing it to \$16,500. I also waived about \$20,000 in one time fees for you to be an early adopter and for being a loyal customer.

I also extended the ordering document to the end of this month:

Ordering Document: City of Miller SD - gWorks Core (w/ FrontDesk Standard)

Please let me know if you need anything else or have any questions.

Thank you,

Julia Hale

Senior Account Executive

gWorks

Smarter Government | Stronger Communities | Simpler Solutions

402-620-6214

julia@gworks.com

www.gworks.com

3905 South 148th Street, Suite 200, Omaha, NE, 68144

Book time on my calendar



Ordering Document: City of Miller SD - gWorks Core (w/ FrontDesk Standard)

City of Miller SD
190 W 2nd St
Miller, SD 57362
USA

Reference: 2023106-145259323
Quote created: November 13, 2023
Quote expires: December 29, 2023
Quote created by: Julia Hale
Senior Account Executive
julia@gworks.com
43470206214

Sheila Coos
sheila.coos@cityofmiller.com
605-853-2705

Comments from Julia Hale

Per Company policy, once our January 1 term renewal invoices release on October 1, any Ordering Documents with a Calendar Year term signed between October 1 - December 31, 2023, will be invoiced for the applicable stub period plus next year's Calendar Year Term annual amount. As an added benefit to your community, this policy locks in your Ordering Document pricing at our 2023 pricing rate.

Please review all terms and conditions below. Payment terms are included below as well. Thank you!

Products & Services

Item & Description	Quantity	Unit Price	Total
gWorks Core - Implementation & Onboarding Fresh Start Implementation & Onboarding of gWorks Core. Included - Finance Hub (AP, BK, GL, RM), Chart of Accounts setup, Utility Billing Hub (UB, MR), FrontDesk Standard, and HR Hub Standard (payroll) For product features, optional add-ons, our onboarding process, and support resources, see https://www.gworks.com/gworks-core-overview/	1	\$0.00	\$0.00
gWorks Cloud Upgrade - Finance Hub Upgrade to gWorks Cloud for AP, BK, GL, RM from legacy gWorks Products	1	\$0.00	\$0.00
gWorks Cloud Upgrade - HR Hub Upgrade to HR Hub for existing payroll assets from legacy gWorks products	1	\$0.00	\$0.00
gWorks Cloud Upgrade [Standard] - Utility Billing Hub Upgrade to gWorks Cloud for UB & MR from legacy gWorks products - Import Utility Billing History from current year plus previous calendar year back to January 1st - 2 Onboarding Calls (Configuration meeting & Go-Live Meeting) - Resources for Self Service - Some manual Data entry may be required for certain field settings.	1	\$0.00	\$0.00
gWorks Core - Annual Subscription Annual Subscription of gWorks Core. Included - Finance Hub, Utility Billing Hub, FrontDesk Standard, and HR Hub Standard	1	\$15,000.00 / year / year	\$15,000.00 / year for 1 year

Item & Description	Quantity	Unit Price	Total
gWorks Payments - R2 - Absorb ACH!!!	1	\$0.00	\$0.00
Ongoing Charges:-			for 1 year
- Credit Card/Debit Card processing: 3.50% per transaction with a \$2 minimum			
- ACH Absorb processing fees:			
- \$1.75 per transaction up to \$1500.00;			
- \$2.25 per transaction between \$1500.01 - \$2500.00;			
- \$4.50 per transaction between \$2500.01 - \$25,000.00;			
- \$9.45 per transaction greater than \$25,000.00			
- Account updater service: \$5.00 per month			
- Account updater fees: \$0.70 per update			
- Per Chargeback: \$25.00			
- Per Retrieval Request Processed: \$25.00			
- Per Arbitration Case: \$15.00			
- Per eCheck Returns: \$0.00			
- Per eCheck Refund: \$1.00			
- Per Merchant Disbursement Failure: \$25.00			
- Per Settlement Fee: \$0.35			
Annual subtotal			\$15,000.00
One-time subtotal			\$0.00
Total			\$15,000.00

Purchase terms

Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length from January 1 - December 31 ("Calendar Year"). If this Effective Date is within a Calendar Year, the initial term prorates from the Effective Date month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all on-time Implementation or Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Implementation or Professional Onboarding or Professional Services fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks' sole discretion may be a separate Ordering Document of defined Services. Onsite service requests are billable at gWorks' current hourly billable rate with a minimum of eight (8) hours. One-

time complimentary remote, web-based training is included with each Desktop Service within 15 days of software implementation. If the Client does not complete this complimentary training within 15 days, the training will be billable at gWorks' current hourly billable rate. Complimentary training will not exceed 2 hours per Desktop Service, or as set forth at gWorks sole discretion.

This Order, including the then-current Master Services Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate, and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/gzmsatof/>
- Product Support Agreement: <https://www.gworks.com/2023-product-support-agreement/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
 - Bank Disclosure
 - Payment Sub-Merchant Agreement

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attest that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Sheila Coss
sheila.coss@cityofmiller.com

verify to sign

Brad Whittle
bwhittle@gworks.com

verify to sign

Questions? Contact me



Julia Hale
Senior Account Executive
julia@gworks.com
+14026206214

gWorks
3905 S 148th St
Ste 200
Omaha, NE 68144
USA

RESOLUTION NO. 2023-10

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

41402	42201	Other Professional Fees	\$2,200.00	Finance - Software Upgrade
42101	41501	Health Insurance	\$2,400.00	Police
46503	42601	Supplies	\$1,410.00	Christmas Lights

Adopted the 6th day of December, 2023

Tom McGough, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer