

**AGENDA  
CITY OF MILLER  
MONDAY, DECEMBER 20, 2021  
7:00 P.M.**

*The City of Miller is an equal opportunity employer.*

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Approval of Minutes ..... pgs. 1 - 3**

**Public Input**

**Unfinished Business**

1. 2<sup>nd</sup> Reading of Ordinance #728 – Automatic Budget Supplement..... pg. 4
2. 2<sup>nd</sup> Reading of Ordinance #729 – Rezoning..... pg. 5
3. Municode Agenda & Minutes Enhancement

**New Business**

1. Loader Bid
2. Farm & Home Show Booth..... pg. 6
3. Zach Reber – Year One Journeyman Class Raise
4. Resolution No. 2021-16 – DANR Wastewater Phase IV Funding ..... pg. 7
5. Resolution No. 2021-17 – DANR Water Phase IV Funding..... pg. 8
6. Resolution No. 2021-18 – RD Phase IV Funding..... pg. 9
7. Resolution No. 2021-19 – Contingency Fund Transfer ..... pg. 10
8. St. Lawrence 2022 Agreement..... pgs. 11 - 15
9. 2022 Wages..... pg. 16
10. Year End Meeting Date

**Approval of Bills**

**Executive Session**

Personnel and Legal Matters Pursuant to SDCL 1-25-2(1)(3)

**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  
DECEMBER 6, 2021**

*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, December 6, 2021.

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

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

Pledge of Allegiance was said by all present.

**AGENDA:** Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the agenda after removing the executive session. All members voted aye. Motion carried.

**MINUTES:** Motion by Alderman Steers, seconded by Alderman Rangel to approve the minutes for the regular meeting held on November 15, 2021. All members voted aye. Motion carried.

**PUBLIC INPUT**

No comments.

**DEPARTMENT HEAD REPORTS**

No comments.

**UNFINISHED BUSINESS**

**2<sup>nd</sup> Reading of Ordinance #727:** Motion by Alderman Steers seconded by Alderman Odegaard to approve the second reading of Ordinance #727 -- Budget Supplement. Roll call vote: Alderman Steers -- aye, Alderwoman Lichty -- aye, Alderman Rangel -- aye, Alderman Odegaard -- aye, Alderman Zeller -- aye, Alderman Swartz -- aye. Motion carried.

**NEW BUSINESS**

**Fuel Bids:** The city received two bids for the 2022 fuel prices. Agtegra Cooperative bid the current pump price less the federal taxes. Cowboy Country Stores bid a 6 cents per gallon discount along with the federal tax credit. Motion by Alderman Zeller, seconded by Alderman Rangel to accept the fuel bid from Cowboy Country for 2022. All members voted aye. Motion carried.

**Cord for West Lift Station:** Motion by Alderman Odegaard, seconded by Alderwoman Lichty to approve the purchase of a 75' electrical cord for the grinder to be installed at the west lift station. All members voted aye. Motion carried.

**7:15 Public Hearing**

The city held a public hearing regarding Phase IV funding for the water and sewer project. Ted Dickey, NECOG, was present via phone to give worst case scenario for funding purposes. Camden Hofer, SPN, was available for questions. There were no questions asked. The Resolutions were not available in time to be added to the agenda. They will be voted on at the December 20<sup>th</sup> meeting.

**On Hand Economic Development Update:** Kecia Beranek was present to give an overview of the last quarter. They currently have 8 loans out to local businesses, there is \$30,000 (\$15,000 local and \$15,000 GOED) available for employee recruitment, they sold the last lot at the industrial park and are looking for an area for a new industrial park. There should be new awnings put up on some main street businesses this week. 2021 was the busiest year for the community center.

**NECOG -- 2022 Joint Cooperative Agreement:** Motion by Alderman Zeller, seconded by Alderman Odegaard to approve the 2022 Joint Cooperative Agreement with NECOG. All members voted aye. Motion carried.

**Snow Blower:** Terry Manning asked to purchase a snow blower from Ace Hardware for \$1,399.99. He will keep it on the back of Brandon's pickup with the snow plow for snow removal

at the airport and the fire hall. It can also be used for city hall if necessary. Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the purchase of the snow blower. All members voted aye. Motion carried.

**Liquor License Renewal:** Motion by Alderman Swartz, seconded by Alderwoman Lichty to approve the liquor license renewal for Sommer's Bar & Grill -- On Hand Economic Development. All members voted aye. Motion carried.

**Civil Air Patrol:** Motion by Alderwoman Lichty, seconded by Alderman Steers to purchase an ad in the Civil Air Patrol magazine for \$195.00. All members voted aye. Motion carried.

**1<sup>st</sup> Reading of Ordinance #728:** Motion by Alderman Rangel seconded by Alderman Odegaard to approve the first reading of Ordinance #728 -- Budget Supplement. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderwoman Lichty -- aye, Alderman Steers -- aye. Motion carried.

**Body Cameras for the Police Department:** Motion by Alderman Odegaard, seconded by Alderman Steers to purchase body cameras for the police department for approximately \$2,000. All members voted aye. Motion carried.

**1<sup>st</sup> Reading of Ordinance #729:** Jarrett and Cassidy Lister of Sunflower Cleaning Services were present to ask to rezone their property as light commercial for a cleaning business. Motion by Alderman Swartz seconded by Alderwoman Lichty to approve the first reading of Ordinance #729 -- Zoning. Roll call vote: Alderman Steers -- aye, Alderwoman Lichty -- aye, Alderman Rangel -- aye, Alderman Odegaard -- aye, Alderman Zeller -- aye, Alderman Swartz -- aye. Motion carried.

**Building Permit:** Motion by Alderman Swartz, seconded by Alderman Zeller to approve a building permit for Trudy Stevens to bring in a newer trailer house at Stevens's trailer court. All members voted aye. Motion carried.

**Water/Sewer Project:** Motion by Alderman Rangel, seconded by Alderwoman Lichty to pay **TLC Olson Construction, LLC** Pay Request 13 for \$121,520.99. All members voted aye. Motion carried. Motion by Alderwoman Lichty, seconded by Alderman Rangel to pay **SPN Phase III** invoices 25088-25090, 25093-25095 for a total of \$29,207.87. All members voted aye. Motion carried. Motion by Alderman Odegaard, seconded by Alderwoman Lichty to pay **SPN Phase II** invoices 25072-25074 for a total of \$2,425.50. All members voted aye. Motion carried.

**Airport Project:** Motion by Alderman Swartz, seconded by Alderman Zeller to approve **Midland Contracting Revised Change Order #2**. All members voted aye. Motion carried. Motion by Alderwoman Lichty, seconded by Alderman Odegaard to approve **Midland Contracting Pay Estimate No. 5** for \$34,767.57. All members voted aye. Motion carried. Motion by Alderwoman Lichty, seconded by Alderman Steers to approve **Helms & Associates** invoices 25067 & 25102 for a total of \$3,632.87. All members voted aye. Motion carried.

**Approval of Bills:** Motion by Alderman Steers, seconded by Alderman Swartz to approve the bills for payment. All members voted aye. Motion carried.

Motion by Alderman Zeller, seconded by Alderwoman Lichty to adjourn the meeting. There being no further business, the meeting was adjourned at 8:31 p.m. All members voted aye. Motion carried.

\_\_\_\_\_  
Ronald Blachford, Mayor

\_\_\_\_\_  
Sheila Coss, Finance Officer

**LEGAL NOTICE OF RECEIPT**

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

**Bills December 2021 (1)**

American Solutions	Supplies	228.33
Bender's	Service	255.00
BDS	Garbage	179.00
Builders Cashway	Supplies	36.34
Builders Solutions	Supplies	6.11
City Utilities	Utilities	6,213.17
Civil Air Patrol	Ad	195.00
DGR Engineering	Prof Fees	9,095.50
Farnam's	Parts	429.84
First Bank & Trust	Loan	412,492.52
Graham, Dustin	Reimb	31.00
Gross, Gordon	Reimb	122.40
gWorks	Annual Fees/Service	10,960.55
Ham County Ambulance	Lottery Machine Fees	1,100.00
Helms & Associates	Prof Fees	3,632.87
Larry's Repair	Repairs	1,797.78
Lelsche, Devin	Reimb	11.00
Manning, Terry	Reimb	207.59
Midland Contracting	Cap Imp	34,767.57
MCC	Prof Fees	225.00
NASASP	Dues	39.00
Northwest Pipe	Supplies	331.19
Oakley Farm & Ranch	Supplies	34.79
OHED	80% BBB	1,411.34
Postmaster	Postage	300.00
Reber, Zachary	Reimb	11.00
SDML	Memberships/Dues	3,387.23
SDWWA	Membership	20.00
SPN	Prof Fees	31,633.37
Streicher's	Supplies	179.94
Stuart C Irby	Supplies	525.00
TLC Olson Construction	Phase III Construction	121,520.99
Truenorth Steel	Supplies	933.40
Wesco	Supplies	1,206.00
Accounts Payable Total		<u>\$643,019.82</u>

Payroll Salary plus		11/23/2021,		
Benefits by Department:		11/30/2021, 12/07/2021		
Department		w/o OT	OT	Total
41101 COUNCIL		1,980.75	0.00	1,980.75
41402 FINANCE OFFICE		2,820.53	0.00	2,820.53
41902 BUILDING		394.64	0.00	394.64
42101 POLICE		23,855.62	2,755.49	26,611.11
43101 STREET		11,264.62	0.00	11,264.62
43201 SEWER		11,681.54	427.25	12,108.79
43305 WATER		12,615.41	439.23	13,054.64
43403 ELECTRIC		18,843.99	61.71	18,905.70
45202 PARK		62.98	0.00	62.98
		<u>\$83,520.08</u>	<u>\$3,683.68</u>	<u>\$87,203.76</u>

**ORDINANCE #728**

*The City of Miller is a n 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.**

**501 - Capital Improvement**

\$70,000.00    Ariport Project

**Source of Funding**

**501 - Capital Improvement**

39000    33100

\$70,000.00    Federal Grants

\_\_\_\_\_  
Ronald Blachford, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

(SEAL)

**Record of Votes:**

Alderman Steers --  
Alderman Lichty --  
Alderman Rangel --  
Alderman Odegaard --  
Alderman Zeller --  
Alderman Swartz --

First Reading: December 6, 2021  
Second Reading: December 20, 2021  
Adoption: December 20, 2021  
Publication: December 25 , 2021

Published once at the approximate cost of:  
\_\_\_\_\_

**ORDINANCE #729**

*The City of Miller is an equal opportunity employer.*

**AN ORDINANCE TO AMEND ORDINANCE NO 448 OF THE CITY OF MILLER, AMENDING THE OFFICIAL ZONING MAP TO INCLUDE CERTAIN PROPERTY IN THE LIGHT COMMERCIAL ZONED DISTRICT.**

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA:**

The Official Zoning Map of the City of Miller, South Dakota, be amended to include the Lots 1 & 2, Block 23, Eudell J. Miller's Addition, City of Miller, County of Hand, State of South Dakota, also known as 326 West 2<sup>nd</sup> Street and be designated in the Light Commercial Zoned District. This amendment to zone the described property from a Residential District to a Light Commercial District is conditional upon the property continuing to be used for operating Sunflower Cleaning Services, a professional cleaning business.

\_\_\_\_\_  
Ronald Blachford, Mayor

(SEAL)

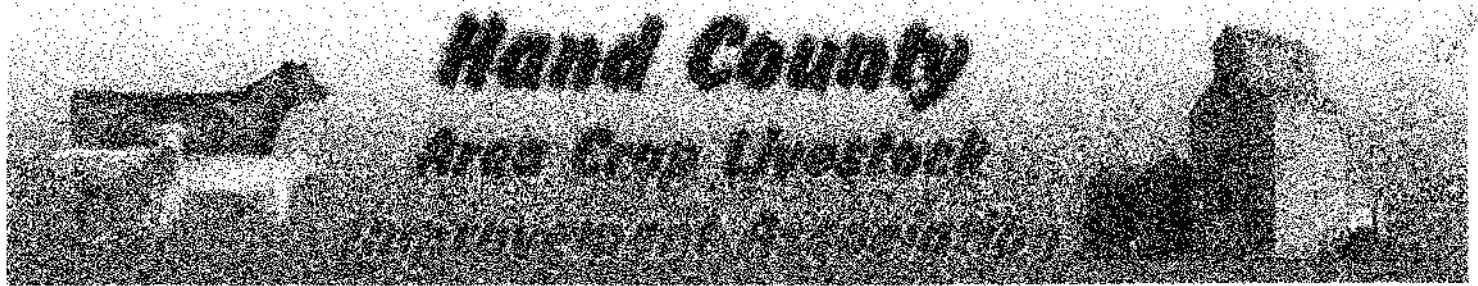
ATTEST:

\_\_\_\_\_  
Sheila Coss, Finance Officer

Record of Votes:

Alderman Steers -  
Aldерwoman Lichty -  
Alderman Rangel -  
Alderman Odegaard -  
Alderman Zeller -  
Alderman Swartz -

1<sup>st</sup> Reading -- December 6, 2021  
2<sup>nd</sup> Reading -- December 20, 2021  
Adoption -- December 20, 2021  
Publication -- December 25, 2021



The 2022 Farm & Home Show is scheduled for January 14-15 at the National Guard Armory in Miller, SD. We would like to take this opportunity to invite you to join us as an exhibitor. **On Friday, the show opens at 3:00 p.m. and runs until 8:00 p.m. On Saturday, the show is open from 9:00 a.m. until 1:00 p.m.** Setup for the event will be on Friday from 12 noon until 3:00 p.m.

If you would like a booth, you are encouraged to respond as soon as possible. **You, or someone from your organization, must be present both days of the show to man your booth.** Booth rent is \$100 for an 8-foot space, which includes one table and two chairs, and is **non-refundable**. Rental fees are due January 1, 2022. Booths will be filled on a first come, first served basis. If you have exhibited with us before and would like to request a spot you would prefer, please make note of that on your registration form and best efforts will be made to accommodate you. Electricity is available, but you will need to bring your own extension cords (please bring several as it may be a distance to an outlet) and power strips. You are also welcome to bring additional tables and chairs. If something should change and you are unable to attend the show, you may find a substitute vendor to take your spot. If you are unable to find a substitute vendor, please contact us so we may contact vendors on our waiting list. If vendors from the waiting list are substituted, your rent will be refunded.

**You must have a tax ID number if you plan on selling any products at the show.** All exhibitors will be required to fill out a form from the SD Dept. of Revenue, regardless if they sell things or not. Vendors are responsible for sending the form to the Dept. of Revenue.

Please **COMPLETELY** fill out the form below and return it with your booth rental fee as soon as possible. When your registration form and booth rent is received you will be added to the show floor plan. If you have questions, please contact LCIA president Aaron Stevens at the number/email listed below. Thank you and we look forward to seeing you on January 14-15, 2022!

Aaron Stevens  
Hand County LCIA President  
605-870-1649  
aaronstevens17@hotmail.com  
118 East 5<sup>th</sup> Street, Miller, SD 57362

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**MILLER FARM & HOME SHOW – JANUARY 14-15, 2022**

☐ I would like a booth. Checks are payable to Hand County LCIA and need to be returned by January 1, 2022.

☐ I would like to help sponsor the pancake feed. ☐ \$25 ☐ \$50 ☐ \$100 ☐ other

☐ I will be using electricity. Please note what size voltage you need. \_\_\_\_\_

☐ I would like to donate a door prize for the show to be given away at the LCIA booth.

Please list your donation here: \_\_\_\_\_

☐ No thanks, I'll give door prizes at my booth at my own discretion.

☐ Check if you need a receipt.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **CONTACT PHONE #** \_\_\_\_\_

**PRODUCT/SERVICES:** \_\_\_\_\_

**RETURN BOTTOM PORTION OF FORM & BOOTH RENT (payable to Hand County LCIA) TO: Hand County LCIA, 118 East 5<sup>th</sup> St., Miller, SD 57362**

**RESOLUTION NO. 2021-16**

*The City of Miller is an equal opportunity employer.*

**RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.**

**WHEREAS**, the City of Miller (the "City") has determined it is necessary to proceed with improvements to its Wastewater System, including but not limited to replacing the wastewater and storm water collection system (the "Project"); and

**WHEREAS**, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

**WHEREAS**, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

**NOW THEREFORE BE IT RESOLVED** by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$1,100,000 to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at City of Miller, South Dakota, this 20<sup>th</sup> day of December 2021.

APPROVED:

\_\_\_\_\_  
Ronald Blachford, Mayor  
City of Miller

(Seal)



**RESOLUTION NO. 2021-17**

*The City of Miller is an equal opportunity employer.*

**RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.**

**WHEREAS**, the City of Miller (the "City") has determined it is necessary to proceed with improvements to its Water System, including but not limited to refurbishing the water storage tanks and distribution system (the "Project"); and

**WHEREAS**, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

**WHEREAS**, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

**NOW THEREFORE BE IT RESOLVED** by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$4,307,000 to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at City of Miller, South Dakota, this 20<sup>th</sup> day of December 2021.

**APPROVED:**

\_\_\_\_\_  
Ronald Blachford, Mayor  
City of Miller

(Seal)

**RESOLUTION NO. 2021-18**

*The City of Miller is an equal opportunity employer.*

**AUTHORIZING APPLICATION AND APPOINTMENT OF APPLICANT AGENT  
FOR THE USDA RURAL DEVELOPMENT LOAN AND/OR GRANT APPLICATION**

A resolution of the City Council of the City of Miller agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the Phase IV Water, Wastewater and Storm Water Improvement Project. Be it further resolved that the City Council of the City of Miller authorizes the Mayor to sign all documents relating to the USDA Rural Development loan and/or grant.

Adopted at City of Miller, South Dakota, this 20<sup>th</sup> day of December 2021.

**APPROVED:**

\_\_\_\_\_  
Ronald Blachford, Mayor  
City of Miller

(Seal)

Attest: \_\_\_\_\_  
Sheila Coss, Finance Officer

## RESOLUTION NO. 2021-19

*The City of Miller is an equal opportunity employer.*

**WHEREAS** insufficient appropriation was made in the 2021 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

42201 43400 Machinery & Equipment	\$200.00	Fire Department
45101 42601 Supplies and Materials	\$10.00	Ballpark
45202 43400 Machinery & Equipment	\$100.00	Park
46503 42601 Supplies and Materials	\$275.00	Promotion of the City

Adopted the 20th day of December, 2021

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Ronald Blachford, Mayor

(SEAL)

ATTEST:

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Sheila Coss, Finance Officer

**INTERLOCAL AGREEMENT FOR  
CITY FINANCE OFFICER SERVICES**

**THIS AGREEMENT** is effective the 1<sup>st</sup> day of January 2022, between the City of St. Lawrence, South Dakota, a municipal corporation ("St. Lawrence"); and the City of Miller, South Dakota, a municipal corporation ("Miller").

**WITNESSETH:**

**WHEREAS**, St. Lawrence does not currently have a finance officer and is desirous of contracting with Miller for the performance of certain duties of the city finance office through the office of the City Finance Office of Miller; and

**WHEREAS**, Miller is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

**WHEREAS**, such services agreements are authorized and provided for by the provisions of South Dakota Codified Law SDCL § 9-12-4 et al.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1. Term of Agreement.**

This Agreement shall be in effect on the 1st of January 2022 and continue through the 31st of December 2022.

**2. Services -- General.**

Miller shall provide the following general administrative and support services:

**a. Administration.**

Miller shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

**b. Office Location/Hours/Availability.**

The primary location for delivery of services and storage of all St. Lawrence documents, records, data, and other materials (hereinafter "records") shall be St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD 57373. For so long as this Agreement remains in effect, for convenience Miller may maintain a secondary location at its regular place of business within the Municipal Building in Miller, South Dakota; it is expressly understood that immediately upon termination of this Agreement, all records that constitute the property of St. Lawrence must be returned to the St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD. Miller, unless otherwise directed by the Board of Trustees of St. Lawrence. Miller shall post and maintain regular business hours at the Municipal Building in Miller, SD; events at the St. Lawrence City Hall may be by appointment or notice only, and either party may schedule and appear at those events to ensure regular public access to records. Miller shall allow members of the Board of Trustees of St. Lawrence access to St. Lawrence records at any reasonable time, without delay, and notwithstanding the location of said records.

c. Employee Training and Policies and Procedure.

Miller shall be primarily responsible for all activities and expenses related to employee training; however, from time to time the Parties may agree in advance to provide certain training and allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

d. Facilities/Equipment/Inventory.

St. Lawrence shall be primarily responsible to provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein; however, from time to time the Parties may agree otherwise to allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

**3. Litigation and Civil Hearing Support.**

Upon reasonable notification thereof by St. Lawrence, Miller staff shall appear in court in connection with any criminal enforcement or civil hearing, and for all other hearings on municipal matters. Subpoenas shall not be necessary to ensure such appearance of Miller staff. Miller staff shall also bring all necessary records and documents with them to the court and/or other hearings without the requirement of a Subpoenas Duces Tecum.

Miller staff shall further provide all necessary administrative support for appeals before the Board of Trustees of St. Lawrence. Such support shall include, but is not limited to, scheduling of hearings, payment of necessary fees, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

**4. Consideration.**

- a. In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller \$875.00/month = \$10,500/year for Sheila Coss, Finance Officer, Christi Danburg, Executive Assistant and Cindy Deuter, Deputy Finance Officer:

b. Pay for Board Meetings.

Time for board meetings will be paid at an hourly rate as set forth in St. Lawrence's annual salaries resolution kept on file in the finance office.

c. Access to Employment Information.

St. Lawrence shall have access to the employment records of Miller staff for the purposes of 1) verifying invoices, charges, duties performed, and hours worked, 2) ensuring compliance with applicable laws and regulations, and 3) ensuring compliance with contracts or other agreements that St. Lawrence may engage in or enter into from time to time.

d. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoiced, it shall notify Miller of the dispute or question prior to the date payment is due. The parties agree to address the matter in good faith and without delay. Charges not in question or dispute shall be paid in a timely manner; payment for charges in dispute or in question shall be suspended until such time as the dispute is resolved or the charges are sufficiently clarified.

## **5. Accountability.**

Miller shall provide St. Lawrence with monthly reports concerning Miller's performance under this contract. At a minimum, such reports shall reflect the following information:

- Reconciled Bank Statements
- YTD Expense and Revenue Budget Reports
- Cash Report
- Trial Balance Report
- Other financial reports as requested

## **6. St. Lawrence to Provide Miller Copy of Code.**

On an annual basis, St. Lawrence agrees to provide Miller with the most recent copy of the code. If the code is amended during the year, St. Lawrence shall supply a copy of the amendments prior to the time the amendment is to be enforced.

## **7. Duty to Follow South Dakota Codified Law.**

Both parties shall follow South Dakota Codified Laws. Should either party refuse to abide by SDCL governing municipal government functions, this contract will be null and void immediately upon written documentation of the indiscretion. Such written documentation shall include a description of the indiscretion, be signed by both parties, and filed with this agreement upon such termination. Unintentional infractions will be recognized and remedied immediately to avoid termination of this contract.

## **8. Renewal.**

In order to facilitate the orderly performance of St. Lawrence's constitutional and statutory duties, as well as the duties anticipated in this Agreement, St. Lawrence shall submit to Miller by the first day of October, in the year of this Agreement's execution or renewal, a letter of intent 1) to renew this Agreement on its existing terms, 2) to renew this Agreement with certain specified modifications, or 3) to terminate the Agreement at the end of the calendar year; such notice shall include a list of any proposed modifications for the coming year, if any. Upon notice of St. Lawrence's intent to renew this Agreement, Miller may present any proposed modifications of its own. Both parties must take action to enforce any renewal of this contract, whether on the existing terms or as modified; failure of either party to take action will be deemed a refusal to renew this Agreement on any terms beyond the calendar year, and the parties shall then go about the business of wrapping-up the association and returning all records to their primary location without delay.

## **9. Subcontracting.**

Miller shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from St. Lawrence or its designee.

## **10. Insurance.**

- a. Worker's Compensation.

Miller will be responsible for providing and paying for all workers compensation insurance coverage for that city's employees, and St. Lawrence shall reimburse Miller upon the conclusion of this agreement for a prorated portion of workers compensation premiums. As such, Miller will give notice to its workers compensation carrier intending that coverage will be extended to employee(s) providing services hereunder, even when providing services to St. Lawrence.

**b. General Liability and Personal Injury Liability.**

St. Lawrence shall provide general liability and personal injury liability coverage with limits equal to those regularly provided to Miller by its insurer or provider, covering actions or inaction of any Miller employee during the portions of time she is providing services to St. Lawrence. St. Lawrence shall ensure that its general liability and personal liability coverage includes actions or inactions of Miller's employee(s) during the time services are being provided to St. Lawrence and that this coverage would be the primary coverage for actions or inaction of those individuals. St. Lawrence will provide notice to its liability carrier or coverage entity regarding its primary coverage assumed hereunder, so as to ensure such coverage exists during all times that services are being provided to St. Lawrence.

**11. Hold Harmless.**

St. Lawrence agrees to indemnify, defend, save and hold harmless Miller for any liability arising from any action or inaction not otherwise covered by general liability insurance of any Miller employee who performs any services at the request of St. Lawrence during all times she is performing those services for St. Lawrence.

**12. Termination.**

This Agreement may be terminated at will by either party prior to its expiration date by giving thirty (30) days written notice of intent to terminate. No cause for such termination need be shown. In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice. Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

**13. Disposition of Assets or Equipment upon Termination or Expiration.**

Upon the expiration or termination of this contract, each Party shall be entitled to keep or receive the assets, equipment and other material previously identified as the separate property of each municipality. This Agreement shall not give rise to any claim of ownership, interest, or unjust enrichment for either party with respect to assets, equipment, or other material. To the extent that the parties contribute jointly to the acquisition of any asset, equipment, or other material, the parties' respective ownership interest shall be determined by each party's respective initial contribution to the acquisition, unless otherwise agreed by the parties.

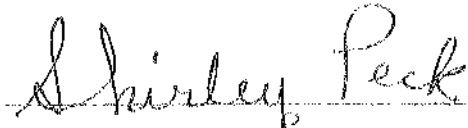
**14. Funding-Out Provision.**

It is specifically understood and agreed that a multi-year agreement of this nature is binding upon the Municipality if, and only if, each year's financial obligations are approved and authorized by the governing body then holding office. If at any time during the life of this Agreement, the governing body of either party shall fail or refuse to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to the parties.

**15. Ratification.**

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

**City of St. Lawrence**

  
\_\_\_\_\_  
President Shirley Peck

**ATTEST:**

\_\_\_\_\_  
Trustee Dean Kolda

**City of Miller**

\_\_\_\_\_  
Mayor Ronald Blachford

**ATTEST:**

\_\_\_\_\_  
President Tony Rangel



## Finance Committee Salary Budgets for 2022

All regular employees + janitor, park, snow removal, pool manager, police substitutes

2% Cost of Living Increase

Remove Flex meeting time as it needs to follow Federal Fair Labor Standards Act of overtime after 40 hours/week or comp time at 1.5%.

### Seasonal Employees

Base wage 10.50/hour (minimum wage = \$9.95)

2% of base per year for returning employees

10% for CDL (Commercial Driver's License)

10% for WSI (Water Safety Instructor)

Private swimming lessons: Lifeguards get 70%, the city gets 30% of the private lesson fee

Council	Current	Proposed	Mayor	Current	Proposed
Monthly	\$125.00	\$200.00		\$300.00	\$300.00
Meetings	\$ 50.00	\$ 50.00		\$ 65.00	\$ 65.00
Committee	\$ 20.00	\$ 50.00		\$ 20.00	\$ 50.00
Sheila	\$ 29.49	\$32.12			
	\$2.00/hour + 2% COL				

Christi's wages are split 33.3% each water, sewer and electric

Cindy & Sheila's wages are split 52% Finance, 16% each water, sewer and electric